VOLUME I

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1958

No. 329

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

CABOT CARBON COMPANY AND CABOT SHOPS, INC.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

PETITION FOR CERTIORARI FILED SEPTEMBER 2, 1958
CERTIORARI GRANTED OCTOBER 20, 1958

SUPREME COURT OF THE UNITED STATES

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1 In the United States Court of Appeals for the the Fifth Circuit

No. 16734

CABOT CARBON COMPANY AND CABOT SHOPS, INC., PETITIONERS

VERSUS

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

Petition for review

To the Honorable, the Judges of the United States Court of Appeals for the Fifth Circuit:

1. Your petitioners, Cabot Carbon Company and Cabot Shops, Inc., are Massachusetts Corporations which transact business within this Circuit, and this Court, therefore, has jurisdiction of this petition by reason of Section 10 (f) of the National Labor Relations Act, as amended.

2. On May 17, 1957, following a hearing conducted within the jurisdiction of this Circuit, the National Labor Relations Board, in a proceeding designated on the records of the Board as "Cabot Carbon Company and Cabot Shops,
2 Inc., and interested parties: Central Committee Southwestern Division; Employee Committee, Canal Plant; Employee Committee, Dixon Plant; Employee Committee, Kermit Plant; Employee Committee, Pampa Plant; Employee Committee, Schafer A Plant; Employee Committee, Schafer B Plant; Employee Committee, Ville Platte Plant; Employee Committee, Mills R & D Plant; Employee Committee, Cabot Shops; Employee Committee, Ordnance Plant; Employee Committee, Estes Plant; Employee Committee, Keystone Plant; Employee Committee, Pampa Office; Employee Committee, Schafer Laboratory; Employee Committee, Pampa Warehouse; Employee Committee, Walton Plant and International Chemical Workers Union, AFL–CIO, Case No. 15–CA–777," issued a decision and order in which it made certain findings and ordered your petitioners to cease and desist from certain acts and practices allegedly in violation of the National

Labor Relations Act, and ordered your petitioners to take certain affirmative action which it found would effectuate the policies of the Act.

3. The said findings and the said order of the National Labor Relations Board are contrary to law, are not supported by substantial evidence, and deprive petitioners of due process of law.

Wherefore, your petitioners respectfully pray this Honorable Court to review and set aside the said order.

3 Submitted this . . . day of June 1957.

CABOT CARBON COMPANY AND
CABOT SHOPS, INC.,
By ——— ———,
HAYWARD HILLYER, JR.,
MILLING, SAAL, SAUNDERS,
BENSON, & WOODWARD
1122 Whitney Building, New Orleans, Louisiana,
and
By ——— ———,
RICHARD C. KEENAN OF
KULLMAN & LANG,
1113 Whitney Building, New Orleans, Louisiana,
Their Counsel.

4 In the United States Court of Appeals for the Fifth Circuit

[Title omitted.]

Order to file petition

Filed June 7, 1957

A petition for review of the order of the National Labor Relations Board made on May 17, 1957 in the proceeding known upon the records of the Board as "Cabot Carbon Company and Cabot Shops, Inc., and interested parties: Central Committee Southwestern Division; Employee Committee, Canal Point; Employee Committee, Dixon Plant; Employee Committee, Kermit Plant; Employee Committee, Pampa Plant; Employee Committee, Shafer A Plant; Employee Committee, Shafer B Plant; Employee Committee, Ville Platte Plant; Employee Committee, Mills R & D Plant; Employee Committee, Cabot Shops; Employee Committee,

Ordnance Plant; Employee Committee, Estes Plant; Employee Committee, Keystone Plant; Employee Committee, Pampa Office; Employee Committee, Schafer Laboratory; Employee Committee, Pampa Warehouse; Employee Committee, Walton Plant and International Chemical Workers Union, AFL–CIO, Case No. 15–CA–777," having been presented to this Court;

It is ordered that said petition be filed and docketed as of June 7, 1957, and

It is further ordered that a copy of this order and said petition be forthwith served on the National Labor Relations Board, and that said Board, upon service of such copies, forthwith certify and file in this Court, a transcript of proceedings, or in lieu thereof, a certified list of all the documents, transcripts of testimony, exhibits and other material comprising the record of the proceeding before the National Labor Relations Board, in the above entitled matter, within forty days from this date as required by Rule 38, as amended.

(S) EDWARD W. WADSWORTH,
Clerk of the United States Court
of Appeals for the Fifth Circuit.

Dated: June 7, 1957.

6 In the United States Court of Appeals for the Fifth Circuit

Answer of National Labor Relations Board to Petition To Review and Set Aside Its Order, and Request of the Board for Enforcement of Said Order

Filed July 18, 1957

[Title omitted.]

To the Honorable, the Judges of the United States Court of Appeals for the Fifth Circuit:

Comes now the National Labor Relations Board, and pursuant to the National Labor Relations Act, as amended (61 Stat. 136, 29 U. S. C., Sec. 151 et seq.), files this Answer to the petition to review and set aside the Board order issued against petitioner on May 17, 1957:

7 1. The Board admits the allegations in paragraphs 1 and 2 of the petition to review.

2. The Board denies each and every allegation of error contained in paragraph 3 of the petition to review.

3. Further answering, the Board avers that the proceedings had before it, the findings of fact, conclusions of law, and order of the Board were and are in all respects valid and proper under the Act, and, pursuant to Section 10 (e) of the Act, respectfully requests this Honorable Court to enforce the Board order issued against petitioner in the proceedings designated on the records of the Board as Case No. 15–CA–777, "Cabot Carbon Company and Cabot Shops, Inc., and interested parties: Central Committee, Southwestern Division; Employee Committee, Canal Plant; Employee Committee, Dixon Plant; Employee Committee, Kermit Plant; Employee Committee, Pampa Plant; Employee Committee, Schafer A. Plant; Employee Committee, Schafer B Plant; Employee Committee, Ville Platte Plant; Employee Committee, Mills R & D Plant; Employee Committee, Cabot Shops; Employee Committee, Ordnance Plant; Employee Committee, Estes Plant; Employee Committee, Keystone Plant; Employee Committee, Pampa Office; Employee Committee, Schafer Laboratory; Employee Committee, Pampa Warehouse; Employee Committee, Walton Plant and International Chemical Workers Union, AFL–CIO."

In support of this request for enforcement, the Board shows that:

1. After due proceedings in said matter, the Board on May 17, 1957, entered its findings of fact and conclusions of
8 law, and issued its order directed to petitioner, its officers, agents, successors and assigns.

2. The same day said decision and order was served upon the petitioner.

3. Pursuant to Sections 10 (e) and (f) of the Act, and Rule 38 (1) of this Court, the Board is certifying and filing with this Court a certified list of all documents, transcripts of testimony, exhibits and other material comprising the entire record of the proceeding before the Board upon which the said order was entered, which includes the pleadings, testimony and evidence, findings of fact, conclusions of law, and the order of the Board sought to be enforced.

Wherefore, the Board prays that this Honorable Court cause notice of the filing of this Answer and request for enforcement to be served upon petition, and that this Court make and

enter a decree denying the petition to review and enforcing the Board's order in full.

(S) STEPHEN LEONARD,
Associate General Counsel,
National Labor Relations Board.

Dated at Washington, D. C., this 16th day of July 1957.

9 Before the National Labor Relations Board

Charge against employer

Filed November 24, 1954

Where a charge is filed by a labor organization, or an individual or group acting on its behalf, a complaint based upon such charge will not be issued unless the charging party and any national or international labor organization of which it is an affiliate or constituent unit have complied with section 9 (f), (g), and (h) of the National Labor Relations Act.

Instructions.—File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

Do not write in this space.

Case No. 15–CA–777.

Date Filed: November 24, 1954.

Compliance status checked by: Jaf.

10 1. Employer against who charge is brought.

Name of employer: Cabot Carbon Company, Canal Plant.

Address of establishment (street and number, city, zone, and State), Franklin, Louisiana.

Number of workers employed, 130.

Type of establishment (factory, mine, wholesaler, etc.), manufacturer of carbon black.

Identify principal product or service, carbon black.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and ..... (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the charge (be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On or about October 1, 1954, and at all times since said date, the Employer, by its officers, agents and representatives, has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing, its employees in the exercise of their rights to self-organization, to form,
11 join or assist labor organizations to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purposes of collective bargaining and other mutual aid or protection, which rights are guaranteed under Section 7 of the National Labor Relations Act.

By the acts set forth in the paragraph above, and by other acts and conduct, it, by its officers, agents, and representatives, interfered with, restrained, and coerced its employees, in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

Cc NLRB & Employer, vf 11/24/54.

3. Full name of labor organization, including local name and number, or person filing charge, International Chemical Workers Union, AFL.

4. Address (street and number, city, zone, and State), P. O. Box 443, Erath, Louisiana.

Telephone No. 4421.

5. Full name of National or International Labor Organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Chemical Workers Union, AFL.

12 6. Address of national or international, if any (street and number, city, zone, and State), P. O. Box 443, Erath, Louisiana.

Telephone No. 4421.

7. Declaration. I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Preston Delcambre,
PRESTON DELCAMBRE,
(*Signature of representative or person filing charge.*)
ORGANIZER,
(*Title, if any.*)

November 15, 1954 (Date).

Willfully false statements on this charge can be punished by fine and imprisonment (U. S. Code, Title 18, Section 80).

Affidavit of service [omitted] in printing].

Before the National Labor Relations Board

First amended charge against employer

Filed March 28, 1955

Where a charge is filed by a labor organization, or an individual or group acting on its behalf, a complaint based upon such charge will not be issued unless the charging party and any national or international labor organization of which it is an affiliate or constituent unit have complied with section 9 (f), (g), and (h) of the National Labor Relations Act.

Instructions.—File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair practice occurred or is occurring.

Do not write in this space.

Case No. 15–CA–777.

Date filed March 28, 1955.

Compliance status checked by:

1. Employer against whom charge is brought.

Name of employer, Cabot Carbon Company, Canal Plant.

Address of establishment (street and number, city, zone, and State), Franklin, Louisiana.

Number of workers employed, 130 (approximately).

Type of establishment (factory, mine, wholesaler, etc.), manufacturer of carbon black.

Identify principal product or service, carbon black.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (2) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the charge (be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On or about October 1, 1954, and at all times since said date, the Employer, by its officers, agents and representatives, has interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of their rights to self-organization, to form, join or assist labor organizations to bargain collectively through representatives of their

own choosing, and to engage in concerted activities for the purposes of collective bargaining and other mutual aid or protection, which rights are guaranteed under Section 7 of the National Labor Relations Act.

Since on or about December 1, 1952, and at all times since said date, the Employer, by its officers, agents and representatives, dominated and interfered with the formation among its employees of a labor organization known as the Plant Committee, and at all times since said date has dominated and interfered with the operation and administration of the said Plant Committee, and has contributed financial and other support thereto.

By the acts set forth in the paragraphs above, and by other acts and conduct, it, by its officers, agents and representatives, interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

17 Cc NLRB. Employer 3/28/55. vf.

3. Full name of party filing charge (if labor organization, give full name, including local name and number), International Chemical Workers Union, AFL.

4. Address (street and number, city, zone, and State), 520 Fannin Building, Houston 2, Texas.

Telephone No. Preston 8893.

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization), International Chemical Workers Union, AFL.

6. Address of national or international, if any (street and number, city, zone, and State), 1659 W. Market Street, Akron 13, Ohio.

Telephone No. ——.

7. Declaration.

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

18 By Preston Delcambre,

PRESTON DELCAMBRE,

(Signature of representative or person filing charge.)

ORGANIZER,

(Title, if any.)

3-24-55 (Date).

Willfully false statements on this charge can be punished by fine and imprisonment (U. S. Code, Title 18, Section 80).

Before the National Labor Relations Board

Second amended charge against employer

Filed May 13, 1955

Where a charge is filed by a labor organization, or an individual or group acting on its behalf, a complaint based upon such charge will not be issued unless the charging party and any national or international labor organization of
19 which it is an affiliate or constituent unit have complied with section 9 (f), (g), and (h) of the National Labor Relations Act.

Instructions.—File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

Do not write in this space.

Case No. 15–CA–777.

Date filed May 13, 1955.

Compliance status checked by: VF.

1. Employer against whom charge is brought. Name of employer, Cabot Carbon Company, Canal Plant.

Address of establishment (street and number, city, zone, and State) Franklin, Louisiana.

Number of workers employed, 130 (approximately).

Type of establishment (factory, mine, wholesaler, etc.), Manufacturer of carbon black.

20 Identify principal product or service, carbon black.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (2) and (3) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the charge (be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On or about October 1, 1954, and at all times since said date, the Employer, by its officers, agents and representatives, has interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of their

rights to self-organization, to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining and other mutual aid or protection, which rights are guaranteed under Section 7 of the National Labor Relations Act.

Since on or about February 1, 1952, and at all times since said date, the Employer, by its officers, agents and representatives, dominated and interfered with the formation among its employees of a labor organization known as the Plant Committee, and at all times since said date has dominated and
21 interfered with the operation and administration of the said Plant Committee, and has contributed financial and other support thereto.

On or about May 5, 1955, and at all times since said date, the Employer, by its officers, agents and representatives, discriminated against Edwin W. Wilgus, an employee, in regard to his wages, hours, working conditions and terms and conditions of employment, because of his membership in and activities in behalf of International Chemical Workers Union, AFL, a labor organization, and because of activities in which he engaged which are protected under Section 7 of the Act, and it has refused, and does now refuse to cease such discrimination.

By the acts set forth in the paragraphs above, and by other acts and conduct, it by its officers, agents and representatives, interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act as amended.

3. Full name of pa , filing charge (if labor organization, give full name, including local name and number), International Chemical Workers Union, AFL.

Cc: NLRB & Emp. 5/1355 Mll.

4. Address (street and number, city, zone, and State), 520 Fannin Building, Houston 2, Texas.

Telephone No. Preston 8893.

22 Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization), International Chemical Workers Union, AFL.

6. Address of national or international, if any (street and number, city, zone, and State), 1659 W. Market Street, Akron 13, Ohio.

Telephone No.

7. Declaration. I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Preston Delcambre,
PRESTON DELCAMBRE,
(*Signature of representative or person filing charge.*)
ORGANIZER,
(*Title, if any.*)

May 11, 1955 (Date).

Willfully false statements on this charge can be punished by fine and imprisonment (U. S. Code, Title 78, Section 80).

23 Before the National Labor Relations Board

Third amended charge against employer

Filed July 18, 1955

Where a charge is filed by a labor organization, or an individual or group acting on its behalf, a complaint based upon such charge will not be issued unless the charging party and any national or international labor organization of which it is an affiliate or constituent unit have complied with section 9 (f), (g), and (h) of the National Labor Relations Act.

Instructions.—File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

Do not write in this space.

Case No. 15–CA–777.

Date filed July 18, 1955.

Compliance status checked by: VF.

1. Employer against whom charge is brought.

Name of employer, Cabot Carbon Company, Southwestern Division, and Employers' Plants listed in attached appendix "A."

24 Address of establishment (street and number, city, zone, and State), P. O. Box 1101, Pampa, Texas.

Number of workers employed, 2,500 (approximately).

Identify principal product or service, carbon black, gasoline, oil, natural gas and chemicals.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (2) and (3) (list subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the charge (be specific as to facts, names, addresses, plants involved, dates, places, etc.).

Canal Plant:

Since on or about October 1, 1954, the Employer, by its officers, agents and representatives, has interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of their rights to self-organization, ~~to form~~, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining and other mutual aid or protection, which rights are guaranteed under Section 7 of the National Labor Relations Act.

On or about February 1, 1952, the Employer, by its officers, agents and representatives, dominated and interfered with the formation among its employees of a labor organization known as the Plant Committee, and at all times since said date has dominated and interfered with the operation and administration of the said Plant Committee, and has contributed financial and other support thereto.

On or about May 5, 1955, the Employer, by its officers, agents and representatives, discriminated against Edwin W. Wilgus, an employee, in regard to his wages, hours, working conditions and terms and conditions of employment, because of his membership in and activities in behalf of International Chemical Workers Union, AFL, a labor organization, and because of activities in which he engaged which are protected under Section 7 of the Act, and at all times since said date it has refused and does now refuse to cease such discrimination.

By the acts set forth in the paragraphs above, and by other acts and conduct, the Employer, by its officers, agents and representatives, interfered with, restrained and coerced its

employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

Dixon Plant, Kermit Plant, Pampa Plant, Schafer A Plant, Schafer B Plant, Ville Platte Plant, Cabot Shops (Pampa Plant), Ordnance Plant, Estes Plant, Keystone Plant, Walton Plant, Pampa Office, Mills R. & D. Plant, Schafer Laboratory, Pampa Warehouse; and Canal Plant:

26 On or about March 1, 1955, the Employer, by its officers, agents and representatives, dominated and interfered with the formation among its employees of a labor organization known as the Plant Committee, and at all times since said date has dominated and interfered with the operation and administration of the said Plant Committee, and has contributed financial and other support thereto.

By the acts set forth in the paragraph above, and by other acts and conduct, the Employer, by its officers, agents and representatives, has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

3. Full name of party filing charge (if labor organization, give full name, including local name and number), International Chemical Workers Union, AFL.

4. Address (street and number, city, zone, and State), 520 Fannin Building, Houston 2, Texas.

Telephone No. CApital 7-8893.

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization), International Chemical Workers Union, AFL.

6. Address of national or international, if any (street and number, city, zone, and State), 1659 W. Market Street, Akron 13, Ohio.

27 Telephone No. UN 4-2123.

Cc NLRB & Emp. 7/18/55 Mp.

7. Declaration. I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By PRESTON DELCAMBRE,
(*Signature of representative of person filing charge*),
Intl. Vice Pres. (*Title, if any*)

July 15, 1955 (Date).

Willfully false statements on this charge can be punished by fine and imprisonment (U. S. Code, Title 18, Section 80).

28 APPENDIX "A" TO THIRD AMENDED CHARGE AGAINST EMPLOYER

Canal Plant, Dixon Plant, Kermit Plant, Pampa Plant, Schafer A Plant, Schafer B Plant, Ville Platte Plant, Cabot Shops (Pampa Plant), Ordnance Plant, Estes Plant, Keystone Plant, Walton Plant, Pampa Office, Mills R. & D. Plant, Schafer Laboratory, Pampa Warehouse.

29 Before the National Labor Relations Board

Fourth amended charge against employer

Filed September 20, 1955

Where a charge is filed by a labor organization, or an individual or group acting on its behalf, a complaint based upon such charge will not be issued unless the charging party and any national or international labor organization of which it is an affiliate or constituent unit have complied with section 9 (f), (g), and (h) of the National Labor Relations Act.

Instructions.—File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

Do not write in this space.

Case No. 15–CA–777.

Date filed September 20, 1955.

Compliance status checked by: JFB.

1. Employer against whom charge is brought.

Name of employer, Cabot Carbon Company, Southwestern Division and Employers' Plants listed in Attached Appendix "A."

30 Address of establishment (street and number, city, zone, and State), P. O. Box 1101, Pampa, Texas.

Number of workers employed, 2,500 (approximately).

Type of establishment (factory, mine, wholesaler, etc.), factory.

Identify principal product or service, carbon black, gasoline, oil, natural gas, and chemicals.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (2) and (3) (List subsections) of the National Labor Relations Act, and these unfair labor practices are

unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the charge (be specific as to facts, names, addresses, plants involved, dates, places, etc.).

Canal Plant:

Since on or about October 1, 1954, the employer, by its officers, agents and representatives, has interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of their rights to self-organization, to form, join or assist labor organizations,
31 to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining and other mutual aid or protection, which rights are guaranteed under Section 7 of the National Labor Relations Act.

On or about February 1, 1952, the Employer, by its officers, agents and representatives, dominated and interfered with the formation among its employees of a labor organization known as the Plant Committee, and at all times since said date has dominated and interfered with the operation and administration of said Plant Committee, and has contributed financial and other support thereto.

On or about May 5, 1955, the Employer, by its officers, agents and representatives, discriminated against Edwin W. Wilgus, an employee, in regard to his wages, hours, working conditions and terms and conditions of employment; and on or about September 15, 1955, terminated the employment of said employee, because of his membership in and activities in behalf of International Chemical Workers Union, AFL, a labor organization and because of activities in which he engaged which are protected under Section 7 of the Act, and at all times since said date it has refused and does now refuse to cease such discrimination or employ the above-named employee.

By the acts set forth in the paragraphs above, and by other acts and conduct, the Employer, by its officers, agents and representatives, interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

32 Dixon Plant, Kermit Plant, Pampa Plant, Schafer A Plant, Schafer B Plant, Ville Platte Plant, Cabot Shops (Pampa Plant), Ordnance Plant, Estes Plant, Keystone Plant,

Walton Plant, Pampa Office, Mills R. & D. Plant, Schafer Laboratory, Pampa Warehouse, and Canal Plant:

On or about March 1, 1955, the Employer, by its officers, agents and representatives, dominated and interfered with the formation among its employees of a labor organization known as the Plant Committee, and at all times since said date has dominated and interfered with the operation and administration of the said Plant Committee, and has contributed financial and other support thereto.

By the acts set forth in the paragraph above, and by other acts and conduct, the Employer, by its officers, agents and representatives, has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

3. Full name of party filing charge (if labor organization give full name, including local name and number), International Chemical Workers Union, AFL.

4. Address (street and number, city, zone, and State), 520 Fannin Building, Houston 2, Texas.

Telephone No. CApital 7-8893.

33 5. Full name of national or international labor organization to which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization), International Chemical Workers Union, AFL

6. Address of national or international if any (street and number, city, zone, and State), 1659 W. Market Street, Akron 13, Ohio.

Telephone No. UN 4-2123.

7. Declaration. I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By ARVIL L. INGE,

(*Signature of representative of person filing charge*),

Int'l. Representative (*Title, if any*).

9-19-55 (Date).

Willfully false statements on this charge can be punished by fine and imprisonment (U. S. Code, Title 18, Section 80).

34 APPENDIX "A" TO FOURTH AMENDED CHARGE AGAINST EMPLOYER. OMITTED, PRINTED SIDE PAGE 14 ANTE

35 Before the National Labor Relations Board

Fifth amended charge against employer

Filed April 6, 1956

Where a charge is filed by a labor organization, or an individual or group acting on its behalf, a complaint based upon such charge will not be issued unless the charging party and any national or international labor organization of which it is an affiliate or constituent unit have complied with section 9 (f), (g), and (h) of the National Labor Relations Act.

Instructions.—File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

Do not write in this space.

Case No. 15–CA–777.

Date filed April 6, 1956.

Compliance status checked by: JFB.

36 1. Employer against whom charge is brought.

Name of employer, Cabot Carbon Company, Southwestern Division and Employers' Plants listed in attached appendix "A."

Address of establishment (street and number, city, zone, and State), P. O. Box 1101, Pampa, Texas.

Number of workers employed, 2,500 (approximately).

Type of establishment (factory, mine, wholesaler, etc.), factory.

Identify principal product or service, carbon black, gasoline, oil, natural gas and chemicals.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (2) and (3) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

37 Canal Plant:

Since on or about October 1, 1954, the employer, by its officers, agents and representatives, has interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining and other mutual aid or protection, which rights are guaranteed under Section 7 of the National Labor Relations Act.

On or about February 1, 1952, the Employer, by its officers, agents and representatives, dominated and interfered with the formation among its employees of a labor organization known as the Plant Committee, and at all tiines since said date has dominated and interfered with the operation and administration of said Plant Committee, and has contributed financial and other support thereto.

On or about May 5, 1955, the Employer, by its officers, agents and representatives, discriminated against Edwin W. Wilgus, an employee, in regard to his wages, hours, working conditions and terms and conditions of employment; and on or about September 15, 1955, terminated the employment of said employee, because of his membership in and activities in behalf of International Chemical Workers Union, AFL–CIO, a labor organization and because of activities in which he engaged which are protected under Section 7 of the Act, and at all times since said date it has refused and does now refuse to cease such discrimination or employ the above-named employee.

38 By the acts set forth in the paragraphs above, and by other acts and conduct, the Employer, by its officers, agents and representatives, interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

Dixon Plant, Permit Plant, Pampa Plant, Schafer A Plant, Schafer B Plant, Ville Platte Plant, Cabot Shops (Pampa Plant), Ordnance Plant, Estes Plant, Keystone Plant, Walton Plant, Pampa Office, Mills R. & D. Plant, Schafer Laboratory, Pampa Warehouse; and Canal Plant:

On or about March 1, 1955, the Employer, by its officers, agents and representatives, dominated and interfered with the formation among its employees of a labor organization known

as the Plant Committee, and at all times since said date has dominated and interfered with the operation and administration of the said Plant Committee, and has contributed financial and other support thereto.

By the acts set forth in the paragraph above, and by other acts and conduct, the Employer, by its officers, agents and representatives, has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

3. Full name of labor organization, including local name and number, or person filing charge, International Chemical Workers Union, AFL–CIO.

39 4. Address (street and number, city, zone, and State), 520 Fannin Building, Houston 2, Texas.

Telephone No. CApital 7–8893.

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization), International Chemical Workers Union, AFL–CIO.

6. Address of national or international, if any (street and number, city, zone, and State), 1659 W. Market Street, Akron 13, Ohio.

Telephone No. UN. 4–2123.

7. Declaration. I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

Cc: NLRB & Emp. 4/6/56, JFS.

By ARVIL L. INGE,

(*Signature of representative or person filing charge*),

International Representative (*Title, if any*).

40 4–5–56 (Date).

Willfully false statements on this charge can be punished by fine and imprisonment (U. S. Code, Title 18, Section 80).

APPENDIX "A" TO FIFTH AMENDED CHARGE AGAINST EMPLOYER OMITTED. PRINTED SIDE PAGE 14 ANTE

41 Before the National Labor Relations Board,
Fifteenth Region

Case No. 15–CA–777

Cabot Carbon Company, and Cabot Shops, Inc. and International Chemical Workers Union, AFL–CIO and Central Committee; Employee Committee, Canal Plant; Employee Committee, Dixon Plant; Employee Committee, Kermit Plant; Employee Committee, Pampa Plant; Employee Committee, Schafer A Plant; Employee Committee, Schafer B Plant; Employee Committee, Ville Platte Plant; Employee Committee, Mills R & D Plant; Employee Committee, Cabot Shops; Employee Committee, Ordnance Plant; Employee Committee, Estes Plant; Employee Committee, Keystone Plant; Employee Committee, Pampa Office; Employee Committee, Schafer Laboratory; Employee Committee, Pampa Warehouse; Employee Committee, Walton Plant; INTERESTED PARTIES

Complaint

Dated April 20, 1956

42 It having been charged by International Chemical Workers Union, AFL–CIO, herein called the Union, that Cabot Carbon Company, herein called Respondent, and Cabot Shops, Inc., herein called Shops, have engaged in, and are now engaging in, certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, 61 Stat. 136, as amended, herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, has caused the Regional Director for the Fifteenth Region, as agent for the Board, designated by the Board's Rules and Regulations, Series 6, Section 102.15, to issue this Complaint and allege as follows:

1

(a) The Respondent is now, and has been at all times material hereto, a Massachusetts corporation maintaining its

principal office at Pampa, Texas, and carbon black plants at Franklin, Louisiana, herein called the Canal Plant; at Big Springs, Texas, herein called the Dixon Plant; at Kermit, Texas, herein called the Kermit Plant; at Pampa, Texas, herein called the Pampa Plant; at Schafer, Texas, herein called the Schafer A and Schafer B Plants; at Ville Platte, Louisiana, herein called the Ville Platte Plant; a research and development plant near Pampa, Texas, herein called the Mills R & D Plant; an ordnance plant at Pampa, Texas, herein called Ordnance; natural gasoline plants at Kermit, Texas, herein called the Estes and Walton Plants, and at Wickett, Texas, herein called the Keystone Plant; a laboratory at Schafer, Texas, herein called Schafer Laboratory; a warehouse at
43 Pampa, Texas, herein called the Pampa Warehouse; and an office at Pampa, Texas, herein called the Pampa Office; all herein collectively called Cabot operations.

(b) Shops is a Massachusetts corporation with headquarters at Pampa, Texas, maintaining an equipment manufacturing and repair plant at Pampa, Texas, herein called Carbon Shops.

(c) Godfrey L. Cabot, Inc., a Massachusetts corporation, has its general offices and Research and Development Laboratories in Boston, Massachusetts, and operates natural gas producing and distribution facilities in West Virginia and Pennsylvania. It is the parent company of Cabot Carbon Company and Cabot Shops, Inc., both of which maintain their principal office in Pampa, Texas, and of Cabot Engineering Company, which are collectively known as the Southwestern Division.

2

During the past twelve-month period, which period is representative of all times material herein, Respondent and Shops manufactured, sold and shipped in excess of $4,000,000 worth of goods in interstate commerce.

3

Central Committee; Employee Committee, Canal Plant; Employee Committee, Dixon Plant; Employee Committee, Kermit Plant; Employee Committee, Pampa, Plant; Employee Committee, Schafer A Plant; Employee Committee, Schafer B. Plant; Employee Committee, Ville Platte Plant;
44 Employee Committee, Mills R & D Plant; Employee Committee, Cabot Shops; Employee Committee, Ord-

nance; Employee Committee, Estes Plant; Employee Committee, Keystone Plant; Employee Committee, Schafer Laboratory; Employee Committee, Pampa Warehouse; Employee Committee, Pampa Office; Employee Committee, Walton Plant; herein collectively called the Committee, and the Union, are each labor organizations within the meaning of Section 2 (5) of the Act.

4

Respondent, in September or October, 1954, by and through its supervisor and agent, Howard Bailey, at its Canal Plant, threatened an employee with a reduction in earnings if the Union got in.

5

Respondent, in October and on or about November 1, 1954, by and through its supervisor and agent, Herman Davis, at its Canal Plant, questioned an employee concerning his union activities and sympathies.

6

Respondent, on or about October 4, 1954, by and through its supervisor and agent, Vernon Hightower, at its Canal Plant, questioned an employee concerning his union activities and sympathies.

45

7

Respondent, in October 1954, and on about November 11, 1954, by and through its supervisor and agent, Carroll Hughes, at its Canal Plant, questioned its employees concerning their union membership, activities and sympathies.

8

Respondent, in October 1954, by and through its supervisor and agent, Carroll Hughes, at its Canal Plant, required an employee to perform more arduous work because of the advent of the union.

9

Respondent, in October 1954, by and through its supervisor and agent, Carroll Hughes, at its Canal plant, informed an employee that it was requiring an employee to perform more arduous work on account of the advent of the Union.

10

Respondent, on or about November 21, 1954, by and through its supervisor and agent, Willard Smith, at its Canal Plant, questioned an employee concerning his union membership, activities and sympathies.

11

Respondent, since on or about May 24, 1954, September 28, 1954, and November 13, 1954, has continuously supported, assisted, dominated, contributed support to and interfered with the administration of the Committees, and each of them.

46

12

Respondent, on or about May 4, 1955, transferred its employee, Edwin W. Wilgus, from one shift to another at its Canal Plant.

13

Respondent, on or about May 4, 1955, reduced the merit rating points of its Canal Plant employee, Edwin W. Wilgus.

14

Respondent, from on or about May 4, 1955, through September 15, 1955, at its Canal Plant, assigned its employee Edwin W. Wilgus, extra and more arduous work.

15

Respondent, on or about September 15, 1955, discharged its employee, Edwin W. Wilgus, and thereafter failed and refused to reinstate him.

16

Respondent committed the acts described in paragraphs 12 through 15 above because Edwin W. Wilgus joined the Union or engaged in other protected concerted activity for the purposes of collective bargaining or other mutual aid or protection.

47

17

Respondent, by the acts described in paragraphs 12 through 15 above, for the reasons set forth in paragraph 16 above, and

by each of said acts, has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (3) of the Act.

18

Respondent, by the acts described in paragraphs 4 through 16 above, and by each of said acts, has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (1) and (2) of the Act.

19

The acts of Respondent described above constitute unfair labor practices affecting commerce within the meaning of Section 8 (a) (1), (2) and (3) and Section 2 (6) and (7) of the Act.

20

Shops, by the acts described in paragraph 11 above, has engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Sections 8 (a) (1) and (2) and 2 (6) and (7) of the Act.

48 Dated at New Orleans, Louisiana, this 20th day of April, 1956.

JOHN F. LEBUS,
Regional Director,
National Labor Relations Board, Fifteenth Region,
New Orleans 13, Louisiana.

49 Before the National Labor Relations Board,
Fifteenth Region

[Title omitted.]

Notice of hearing

April 20, 1956

50 Please take notice that on the 5th day of June, 1956, at ten o'clock in the forenoon (CST): Grand Jury Room, U. S. Post Office Building, New Orleans, Louisiana, a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the Complaint attached hereto, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

A copy of the Fifth Amended Charge upon which the Complaint is based is attached hereto.

You are further notified that, pursuant to Section 102.20 of the Board's Rules and Regulations, you shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and 4 copies of a verified answer to the said Complaint within ten (10) days from the service thereof and that unless you do so, all of the allegations in the Complaint shall be deemed to be admitted to be true and may be so found by the Board.

In witness whereof, the General Counsel of the National Labor Relations Board, on behalf of the Board, has caused this Notice of Hearing to be signed by the Regional Director for the Fifteenth Region on this 20th day of April, 1956.

51 JOHN F. LEBUS,
Regional Director,
National Labor Relations Board, Fifteenth Region,
New Orleans 13, Louisiana.

[Affidavit of service omitted.]
[Return receipts omitted.]

53 Before the National Labor Relations Board,
Fifteenth Region

[Title omitted.]

Order extending time to file answer and changing place of hearing

Dated May 8, 1956

Upon request of Respondent's Counsel, the time for filing answer in the above-entitled matter is hereby extended to May 15, 1956.

54 It is further ordered that the place of hearing be, and the same hereby is, changed to: Courtroom, Sixteenth Judicial District, St. Mary's Parish Courthouse, Franklin, Louisiana.

The hearing will take place on the same date as previously scheduled, namely, June 5, 1956, at 10 o'clock in the forenoon (CST).

Attachment to notice of hearing, see following page 110

Dated at New Orleans, Louisiana, this 8th day of May, 1956.

CHARLES M. PASCHAL, Jr.,
Acting Regional Director,
Fifteenth Region, National Labor Relations Board,
New Orleans 13, Louisiana.

[Affidavit of service omitted.]
[Return receipts omitted.]

57 Before the National Labor Relations Board,
Fifteenth Region

[Title omitted]

Motion of Cabot Carbon Company to dismiss

Comes now Cabot Carbon Company, Respondent herein, and shows:

1. The complaint herein issued upon an amended charge filed by International Chemical Workers Union, AFL–CIO on April 6, 1956, said charge being the fifth amended charge filed.

2. The said fifth amended charge is substantially identical in the matters alleged as the basis of the charge to the fourth amended charge filed by the Union on September 20, 1955, and, therefore, on September 20, 1955, the charging union was fully aware of all of the matters and things alleged as a basis for the fifth amended charge.

3. In spite of the Union's full knowledge and awareness of the pendency of the said fourth amended charge, it sought and obtained a representation election at Respondent's Canal Plant, which election was held on December 23, 1955, and which resulted in the certification of said Union as the
58 bargaining agent for a unit of employees at Respondent's Canal Plant, all of which will more fully appear from the matters on file in the office of the Board's Regional Director for the Fifteenth Region.

4. By so doing the said Union waived its right to proceed with the charge then pending, or to file any further amended charge based on the same issues, insofar as the Canal Plant was concerned, and, therefore, there was no proper charge before the Board at the time of issuance of the complaint herein.

Attachments to order extending time, see following page 110

Wherefore, Respondent moves that the complaint herein be dismissed as to all matters complained of concerning Respondent's Canal Plant.

H. H. HILLYER, Jr.,
1122 Whitney Bldg., New Orleans, La.,
RICHARD C. KEENAN,
Of Kullman & Lang,
1113 Whitney Bldg., New Orleans, La.,
Attorneys for Cabot Carbon Company.

59 United States of America, Before the National Labor Relations Board, Fifteenth Region

[Title omitted.]

Motion of Cabot Carbon Company to dismiss

Comes now Cabot Carbon Company, Respondent herein and shows:

1

The allegations of violation of Section 8 (a) (2) of the Act, as made in paragraphs 3, 11, 18, 19 and 20 of the complaint were first made (as to the Canal Plant) in a charge filed March 29, 1955, and (as to the other plants mentioned) in a charge filed July 18, 1955, and have been reiterated in the succeeding amendments to said charge, including the Fifth Amendment which is attached to the complaint herein.

2

Under the law and under the Board's established policy no election may be conducted by the Board while there is pending and unresolved a charge that the employer involved
60 is dominating and otherwise interfering with a labor organization in violation of Section 8 (a) (2) of the Act.

3

By proceeding, on December 1, 1955, to hold an election in Case No. 15–RC–1338 among the employees of this Respondent upon the petition of the union making the charges of unlawful domination and interference, the Board, in view of the law and its established policy, concluded that these allegations were without merit, and once having so concluded may not

in this proceeding re-adjudicate that which has already been adjudged.

Wherefore, Respondent prays that the complaint insofar as it alleges violation of Section 8 (a) (2) of the Act, be dismissed.

H. H. HILLYER, Jr.,
1122 Whitney Bldg., New Orleans, La.,
RICHARD C. KEENAN,
Of Kullman & Lang,
1113 Whitney Bldg., New Orleans, La.,
Attorneys for Cabot Carbon Company.

61 Before the National Labor Relations Board,
Fifteenth Region

[Title omitted.]

Motion of Cabot Carbon Company for Further Particulars

Comes now Cabot Carbon Company, Respondent, and shows:

1. The allegations of Articles 4, 5, 6, 7, 8, 9, 10, 11 and 14 of the complaint herein are so general, vague and indefinite that Respondent is unable to prepare an appropriate defense thereto.

2. The Board should be required, as to Articles 4, 5, 6, 7 and 10, to allege the name of the "employee" or "employees" referred to respectively in said Articles.

3. With respect to Articles 8 and 9, the Board should be required to allege the nature and details of the "more arduous work" said to have been required of an "employee", to name said "employee" and to state in what respects such work was "more" arduous than such "employee's" regularly assigned duties.

62 4. With respect to Article 14, the Board should be required to allege the nature and details of the "extra and more arduous work" said to have been assigned to Wilgus, by which of Respondent's supervisors such "work" was assigned, and to state in what respects such work was "extra" and "more" arduous than such employee's regularly assigned duties.

5. With respect to Article 11, the Board should be required to particularize the bases of the asserted conclusions therein contained, so as to inform Respondent of the matters and

things claimed to have been done by Respondent which allegedly resulted in Respondent's having "supported, assisted, dominated, contributed support to and interfered with the administration of the Committees" since the times mentioned.

Wherefore, Respondent moves that the Board be required to amend the complaint herein so as to furnish the particulars above specified.

H. H. HILLYER, Jr.,
1122 Whitney Bldg., New Orleans, La.,
RICHARD C. KEENAN,
Of Kullman & Lang,
1113 Whitney Bldg., New Orleans, La.
Attorneys for Cabot Carbon Company.

63 **Before the National Labor Relations Board,**
Fifteenth Region

[Title omitted.]

Motion of Cabot Carbon Company for severance

Comes now Cabot Carbon Company, Respondent herein, and shows:

1. The complaint herein discloses two distinct and separate controversies: (a) a claim of a company-wide support and domination of and interference with, certain committees alleged to be "labor organizations"; and (b) claims of isolated instances of alleged unfair labor practices at one of Respondent's plants, the Canal Plant.

2. The cumulation in a single proceeding of an issue involving an important legal question affecting company-wide operations with isolated issues of questions of fact involving a few individuals in a single plant serves but to complicate unnecessarily both issues and to prejudice Respondent's respective defenses thereto.

3. The interests of justice would best be served by severing the two issues above mentioned as items (a) and (b) and holding separate and distinct hearings thereon.

64 4. The necessary witnesses to the trial of item (b) would, generally, reside in St. Mary Parish, Louisiana. On the other hand, the Respondent's administrative offices are

at Pampa, Texas, a great distance from the Canal Plant, and the necessary witnesses to the trial of item (a) would, generally, reside in Texas, while any documents or records needed would, generally, be kept at Respondent's administrative offices in Pampa, Texas.

Wherefore, Respondent moves for a severance of the proceeding, and for a separate hearing of the two main issues above described.

In the alternative, and only in the event a severance be not granted, then Respondent moves that the hearings herein be held, initially, in the State of Louisiana, as to matters affecting the Canal Plant, and thereafter be held in Pampa, Texas, as to matters affecting other plants.

H. H. HILLYER, Jr.,
1122 Whitney Bldg., New Orleans, La.,
RICHARD C. KEENAN,
Of Kullman & Lang,
1113 Whitney Bldg., New Orleans, La.,
Attorneys for Cabot Carbon Company.

65 Before the National Labor Relations Board,
Fifteenth Region

[Title omitted]

Motion of Cabot Shops, Inc. to dismiss

Comes now Cabot Shops, Inc., sought to be made a Respondent herein, and moves to dismiss the complaint herein for lack of jurisdiction on the ground that no charge has been filed against it, or, alternatively to dismiss the complaint for want of authority of the Board to issue same against Cabot Shops, Inc., when no charge has been filed against Cabot Shops, Inc.

H. H. HILLYER, Jr.,
1122 Whitney Bldg., New Orleans, La.,
RICHARD C. KEENAN,
Of Kullman & Lang, 1113 Whitney Bldg.,
New Orleans, La.,
Attorneys for Cabot Shops, Inc.

66 Before the National Labor Relations Board,
Fifteenth Region

[Title omitted]

Answer of Cabot Shops, Inc.

Comes now Cabot Shops, Inc. (herein called "Shops"), who, with full reservation of all rights under its motion to dismiss filed herewith, for answer to the complaint herein avers:

I

The preamble to the complaint is in error, as no charge has been filed against Shops. For answer to Article 1 of the complaint, Shops shows that paragraph (a) has no application to it, and requires no answer by it; that it admits paragraph (b); that the allegations of paragraph (c) are irrelevant and immaterial and require no answer.

II

Insofar as Article 2 applies to Shops, the allegations thereof are admitted.

67 III

Shops denies the allegations of Article 3, insofar as said Article applies to it, except to admit that the Union is a labor organization within the meaning of the Act.

IV

Shops shows that the allegations of Articles 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 have no applications to Shops and require no answer.

V

Shops denies the allegations of Article 20.

Wherefore, this Respondent prays that the complaint herein be dismissed.

H. H. HILLYER, Jr.,
1122 Whitney Bldg., New Orleans, La.,
RICHARD C. KEENAN,
Of Kullman & Lang,
1113 Whitney Bldg., New Orleans, La.,
Attorneys for Cabot Shops, Inc.

68 [*Duly sworn to by R. A. Baker; jurat omitted in printing.*]

69 Before the National Labor Relations Board,
Fifteenth Region

[Title omitted.]

Answer of Cabot Carbon Company

Comes now Cabot Carbon Company made Respondent herein, and with full reservation of all rights under the motions filed herewith, and without in any respect waiving or abandoning the same, for answer to the complaint herein shows:

I

Respondent shows that the preamble to the complaint is in error in alleging that a charge has been made against Cabot Shops, Inc. And now answering Article 1 of the complaint, Respondent admits the allegations of paragraphs (a) and (b); but Respondent shows that the allegations of paragraph (c) are irrelevant and immaterial and require no answer.

II

Respondent admits the allegations of Article 2 insofar as same refer to Respondent.

70 III

Respondent denies the allegations of Article 3, except to admit that "the Union" therein referred to is a labor organization within the meaning of Section 2 (5) of the Act.

IV

Respondent lacks present information as to the matters alleged in Article 4, and therefore, denies the allegations of Article 4.

V

Respondent lacks present information as to the matters alleged in Article 5, and, therefore, denies the allegations of Article 5.

VI.

Respondent lacks present information as to the matters alleged in Article 6, and, therefore, denies the allegations of Article 6.

VII

Respondent lacks present information as to the matters alleged in Article 7, and, therefore, denies the allegations of Article 7.

71

VIII

Respondent lacks present information as to the matters alleged in Article 8, and, therefore, denies the allegations of Article 8.

IX

Respondent lacks present information as to the matters alleged in Article 9, and, therefore, denies the allegations of Article 9.

X

Respondent lacks present information as to the matters alleged in Article 10, and, therefore, denies the allegations of Article 10.

XI

Respondent shows that the allegations of Article 11 are so lacking in specification, and are so vague and indefinite, that no answer thereto is now required. However, if answer be required then, for lack of information, Respondent denies such allegations.

XII

Respondent admits the allegations of Article 12.

72

XIII

Respondent denies the allegations of Article 13, except to aver that, in accordance with the practice prevailing at the Canal Plant, Edwin W. Wilgus was "merit rated" by his superiors in the usual manner, which merit rating resulted in a finding that Wilgus' rating points were so reduced as to require that he be placed on probation.

XIV

Respondent lacks present information as to the alleged "extra and more arduous" work purportedly assigned Wilgus, and, therefore, denies the allegations of Article 14.

XV

Respondent admits the allegations of Article 15. Further answering, and by way of special defense, Respondent shows that the said Wilgus was discharged for cause.

XVI

Respondent denies the allegations of Article 16.

XVII

Respondent denies the allegations of Article 17.

XVIII

Respondent denies the allegations of Article 18.

73 XIX

Respondent denies the allegations of Article 19.

XX

Respondent shows that the allegations of Article 20 are not directed to Respondent and require no answer by Respondent. If answer be required, however, Respondent denies such allegations.

Wherefore, Respondent prays that the complaint herein be dismissed.

H. H. HILLYER, Jr.,
1122 Whitney Bldg., New Orleans, La.,
RICHARD C. KEENAN,
Of Kullman & Lang, 1113 Whitney Bldg., New Orleans, La.,
Attorneys for Cabot Carbon Company.

[*Duly sworn to by E. L. Green; jurat omitted in printing.*]

74 *Certificate of service*

United States of America, Before the National Labor Relations Board, Fifteenth Region

Case No. 15–CA–777

CABOT CARBON COMPANY, ET AL. AND INTERNATIONAL CHEMICAL WORKERS UNION, AFL–CIO, ET AL.

I certify that I have this day caused to be served upon Arvil L. Inge, International Representative, International Chemical Workers Union, AFL–CIO, 520 Fannin Bldg., Houston 2, Texas, a copy of each of the documents hereinafter de-
75 scribed, by depositing same in the United States mails, Registered; postage prepaid, in an envelope addressed to the said Arvil L. Inge, as above, said documents being the following:

(a) Answer of Cabot Carbon Company.
(b) Answer of Cabot Shops, Inc.
(c) Motion to Dismiss by Cabot Shops, Inc.
(d) Motion for Serverance by Cabot Carbon Company.
(e) Motion for Further Particulars by Cabot Carbon Company.
(f) Motion to Dismiss by Cabot Carbon Company.
(g) Motion to Dismiss by Cabot Carbon Company.

An original and four copies of each of the above are this day to be filed in the office of John F. LeBus, Regional Director, National Labor Relations Board, Fifteenth Region, 820 Lowich Bldg., 2026 St. Charles Avenue, New Orleans 13, Louisiana.

H. H. HILLYER, Jr.,
1122 Whitney Bldg., New Orleans 12, La.

MAY 14, 1956.

76 Before the National Labor Relations Board, Fifteenth Region

[Title omitted.]

Order referring motions to trial examiner for ruling

Dated May 15, 1956

77 On May 14, 1956, the Respondent, through its counsel, filed with the undersigned the following:

Motion to Dismiss by Cabot Shops, Inc.
Motion for Severance by Cabot Carbon Company.

Motion for Further Particulars by Cabot Carbon Company.
Motion to Dismiss by Cabot Carbon Company.
Motion to Dismiss by Cabot Carbon Company.

Pursuant to the Board's Rules and Regulations, Series 6, Section 102.25, it is hereby ordered that the aforesaid motions be, and the same hereby are, referred to the Trial Examiner for ruling.

Dated at New Orleans, Louisiana, this 15th day of May, 1956.

JOHN F. LEBUS,
Regional Director,
Fifteenth Region, National Labor Relations Board,
New Orleans 13, Louisiana.

78 Before the National Labor Relations Board,
Division of Trial Examiners,
Washington, D. C.

[Title omitted.]

ORDERS ON MOTIONS

Dated May 18, 1956

79 Various motions having been filed by Cabot Shops, Inc., and by Cabot Carbon Company with the Regional Director, and the said motions having been duly referred to the undersigned for ruling,

Now after reading the notices of motion, the complaint, and the charge upon which the complaint is predicated,

It is hereby ordered that the said motions be, and the same hereby are, disposed of as follows:

1. Ruling is deferred until the opening of the hearing on the motion of Cabot Shops, Inc., for dismissal of the complaint against it, made upon the alleged ground that no separate charge was filed against it. The facts in the possession of the undersigned are deemed insufficient to permit a definitive ruling at this time, and, moreover, it is believed that this motion requires oral argument for full consideration.

2. The motion of Cabot Carbon Company for severance is denied. The unfair labor practice allegations of the complaint all flow from a single charge against the same Respondent, and the fact that two or more distinct issues may be involved does not warrant holding separate and distinct hearings on each of

them. Although the circumstances alleged in the notice of motion point to the possible advisability of holding the hearing both in the State of Louisiana, as to matters affecting the Canal Plant, and at Pampa, Texas, as to matters affecting other plants, the ultimate determination of the order of proof
80 and the places where the hearing shall be held, if at more than one place, is a matter to be committed to the discretion and judgment of the Trial Examiner conducting the hearing, and should be settled at the opening of the hearing following an expression of views from all parties.

3. The motion of Cabot Carbon Company for a bill of particulars is denied with respect to the allegations of paragraphs 4, 5, 6, 7, 8, 9, 10 and 14 of the complaint. It is granted with respect to the allegations of paragraph 8 of the complaint; the particulars to be served upon the Respondent at least 5 days prior to the opening of the hearing.

4. The motions of Cabot Carbon Company to dismiss the complaint are denied, without prejudice to the right of the Respondent to renew said motions on the record made at the hearing.

ARTHUR LEFF,
Trial Examiner.

Dated May 18, 1956.

81 Before the National Labor Relations Board,
Fifteenth Region

[Title omitted.]

Order changing place of hearing

Dated May 28, 1956

82 Whereas the place of hearing in the above entitled matter was set for Courtroom, Sixteenth Judicial District, St. Mary's Parish Courthouse, Franklin, Louisiana, and it now becomes necessary to change the place of hearing,

It is hereby ordered that the place of hearing be, and it hereby is, changed to Police Jury Room, St. Mary Parish Courthouse, Franklin, Louisiana, and the hearing will take place on June 5, 1956, at ten o'clock in the forenoon (CST).

Dated at New Orleans, Louisiana, this 28th day of May, 1956.

JOHN F. LEBUS,
Regional Director,
National Labor Relations Board, Fifteenth Region,
New Orleans 13, Louisiana.

83 Before the National Labor Relations Board,
Fifteenth Region

[Title omitted.]

Bill of particulars

May 28, 1956

84 General Counsel, by Peter Bauer, Counsel for General Counsel, pursuant to an Order issued May 18, 1956, by the Honorable Arthur Leff, Trial Examiner, sets forth the following particulars relating to the allegations of paragraph 8 of the Complaint herein:

In early October of 1954, Foreman Hughes, because of the advent of the Union, required employee Bobby Joe Compton, who was ailing, to perform a task for which a relief operator had volunteered his services, and to which said relief operator would otherwise have normally been assigned.

Dated at New Orleans, Louisiana, this 28th day of May, 1956.

Respectfully submitted,

PETER BAUER,
Counsel for General Counsel.

85 Before the National Labor Relations Board,
Fifteenth Region

[Title omitted.]

Dated May 28, 1956

Amendment to complaint

86 Pursuant to Section 102.17 of the Rules and Regulations of the National Labor Relations Act, Series 6, as amended, Paragraph 11 of the Complaint issued on April 20, 1956 is amended by the addition of the following sentence:

Shops, since on or about May 24, 1954, September 28, 1954, and November 13, 1954, has continuously supported, assisted,

dominated, contributed support to, and interfered with the administration of the Employee Committee of the Cabot Shops.

Signed at New Orleans, Louisiana, this 28th day of May, 1956.

JOHN F. LEBUS,
Regional Director,
National Labor Relations Board, Fifteenth Region,
New Orleans 13, Louisiana.

[Affidavit of service omitted.]
[Return receipts omitted.]

88 Before the National Labor Relations Board

[Title omitted.]

Motion to correct transcript

Dated October 13, 1956

General Counsel moves to correct the transcript as follows:

Page 223, line 24, I *don't* intend . . .

Page 522, line 20, the plant *operator* . . .

Page 698, line 19, the way the *men* wanted it . . .

The words italicized above are the ones that should have been in the above portions of the testimony rather than those in the transcript. This motion does not purport to cover all errors in the transcript.

I certify that on October 13, 1956, I caused a copy of this motion to be served upon all parties.

Respectfully submitted.

PETER BAUER,
Counsel for General Counsel.

OCTOBER 13, 1956.

Attachment to amendment to complaint, see following page 110

89 Dated December 4, 1956

IR–987, PAMPA, TEX.

Before the National Labor Relations Board, Division of Trial Examiners, Washington, D. C.

[Title omitted.]

Intermediate report and recommended order

90 Peter Bauer, Esq., & Asa Ambrister, Esq., of New Orleans, La. for the General Counsel.

W. M. Askins, International Representative, of Houston, Tex., for the Charging Union.

H. H. Hillyer, Jr., Esq. (Milling, Saal, Saunders, Benson & Woodward), and Richard C. Keenan, Esq. (Kullman & Lang) of New Orleans, La. for Respondents.

Before LEE J. BEST, Trial Examiner.

STATEMENT OF THE CASE

These proceedings brought under Section 10 (b) of the Labor Management Relations Act, 1947, 61 Stat. 136 (herein called the Act), were heard before the undersigned Trial Examiner at Franklin, Louisiana, on June 5, 6, 7, 8, 11, 12, 13, 14, and 15, 1956, and at Pampa, Texas, on July 10, 11, 12, 13, and 14, 1956, pursuant to notice duly served upon all parties. On November 24, 1954, March 28, 1955, and May 13, 1955, respectively, the International Chemical Workers Union, AFL–CIO [1] (herein called the Union) filed unfair labor practice charges against Cabot Carbon Company, Calan Plant, Franklin, Louisiana. Thereafter, on July 18, 1955, September 20, 1955, and April 6, 1956, respectively, the Union filed third, fourth, and fifth amended charges to the same effect alleging that Cabot

91 Carbon Company, Southwestern Division, and Employers' Plants listed in attached Appendix "A," Viz: Canal Plant, Dixon Plant, Kermit Plant, Pampa Plant, Schafer A Plant, Schafer B Plant, Ville Platte Plant, *Cabot Shops (Pampa Plant)* [Emphasis added], Ordnance Plant, Estes Plant, Keystone Plant, Walton Plant, Pampa Office, Mills R & D Plant, Schafer Laboratory, and Pampa Warehouse, en-

[1] Designation amended pursuant to merger of American Federation of Labor with Congress of Industrial Organizations effective December 5, 1955.

gaged in and are engaging in unfair labor practices, affecting commerce within the meaning of Section 8 (a), subsections (1), (2), and (3) of the Act. Based upon the foregoing charges, General Counsel of the National Labor Relations Board, separately called herein the General Counsel and the Board, on April 20, 1956, issued a complaint, which was amended on May 28, 1956, against Cabot Carbon Company and Cabot Shops, Inc., alleging in substance that Respondent, Cabot Carbon Company, engaged in and is engaging in unfair labor practices in violation of Section (a), subsections (1), (2), and (3) of the Act by (1) interrogating employees concerning their union activities and by requiring them to perform extra and more arduous work since advent of the Union, (2) assisting, dominating, contributing financial support to, and otherwise interfering with the formation and administration of certain employee committees alleged to be labor organizations, and (3) discriminating in regard to the hire and tenure of employment of Ed Wilgus (employee) by reducing his merit rating, assigning to him extra and arduous duties beyond the scope of his employment, and discharging him because he joined the Union and engaged in other protected concerted activities for the purpose of collective bargaining or other mutual aid or protection.

With respect to Respondent, Cabot Shops, Inc., the complaint alleged, by amendment to paragraph 11 thereof,
92 that "Shops, since on or about May 24, 1954, September 28, 1954, and November 13, 1954, has continuously supported, assisted, dominated, contributed support to, and interfered with the administration of the Employee Committee of the Cabot Shops."

Without prejudice to subsequent rulings on motions to dismiss the complaint, Cabot Carbon Company and Cabot Shops, Inc. filed separate answers admitting all jurisdictional allegations in the complaint pertaining to commerce, but denying all allegations of unfair labor practices.

All parties were represented at the hearing by counsel, were afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce relevant evidence, to argue orally upon the record, and to file written briefs and proposed findings of fact and conclusions of law. Written briefs thereafter filed by counsel for the General Counsel and the Respondents have been given due consideration.

RULINGS ON MOTIONS

On May 14, 1956, Respondent Cabot Shops, Inc., filed a motion to dismiss the complaint for lack of jurisdiction on the alleged ground that it was not named in any charge filed by the Union herein, although it is not denied that process agents of said Respondent received copies of the charges actually filed. The identical corporate name, "Cabot Shops, Inc." does not appear in any charge, and first appears in the complaint as a corporate entity separate from other Respondents. The third, fourth, and fifth amended charges herein were filed against "Cabot Carbon Company, Southwestern Divi-
93 sion, and Employer's Plants listed in attached Appendix "A." Attached Appendix "A," *inter alia,* included a plant designated as "Cabot Shops (Pampa Plant)," which in common parlance is well known to be the operating plant of Cabot Shops, Inc. at or near Pampa, Texas. The only other operating facility of this Respondent within the Southwestern Division is located at Tulsa, Oklahoma, and familiarly known as the Franks Plant. The name "Cabot Shops (Pampa Plant)" was an apparent and purely technical misnomer in the corporate name of Cabot Shops, Inc. and was undoubtedly sufficient designation to put that corporation on notice that charges had been filed against it. Receipt by registered mail of the aforesaid charges by Reno Stinson, Director of Industrial Relations for Cabot Shops, Inc. and all other departments of the Southwestern Division, under the circumstances here, constitute notice and legal service upon the persons named therein. The motion by Cabot Shops, Inc. to dismiss the complaint must, therefore, be denied.[2]

Motions filed by Respondent Cabot Carbon Company to dismiss the complaint were denied prior to the hearing by Trial Examiner Arthur Leff, without prejudice to the right of Respondent to renew said motions on the record made at the hearing on grounds as follows:

(1) The Charging Union in a representation case (No. 15–RC–1338) filed a "Request to Proceed" with the Regional Director, notwithstanding the charges of unfair labor prac-

[2] Columbus Marble Works, 233 F. 2d 406 (C. C. A. 5, 1956); Herald Publishing Co., 114 NLRB 73, IR. note 1; Peterson Construction Co., 106 NLRB 850–851; De Luxe Motor Stages, 93 NLRB 1425, 1430.

tices filed in Case No. 15–CA–777, waiving any right or privilege to urge as a basis for objections to any election,
94 or to the results thereof, which may hereafter be held in the said representation case, any interference or any of the acts alleged as unfair labor practices in the said complaint case which may have occurred prior to the issuance of a Decision and Direction of Election, or to the execution of an agreement for Consent Election or a Stipulation for Certification Upon Consent Election, as the case may be, in the said representation case;

(2) In the light of established Board policy not to process an election petition during the pending of unfair labor practice charges which allege a violation of Section 8 (a) (2), the action of the Regional Director in accepting a waiver was tantamount to a dismissal of such charges.

Respondent Cabot Carbon Company contends that the Charging Union waived its right to proceed with the pending charges because it filed petition for and consented to an election held on December 1, 1955, and that the Board by holding an election during the pendency of charges alleging a violation of Section 8 (a) (2) thereby determined in effect that such charges were without merit. Such contentions are a misconception of Board policy not to proceed with an election of representatives under Section 9 (c) of the Act when charges of unfair labor practices are pending, unless the petitioner shall waive its right to thereafter urge such unfair labor practices as a basis of objections to the election or the results thereof. Such waiver and Board policy with respect thereto are peculiar to representation cases, and have no application to determination in the public interest of unfair labor practices on the merits. It is also Board policy to suspend representation proceedings pending determination of unre-
95 solved 8 (a) (2) charges with respect to a labor organization seeking a place on the ballot, but such policy has no application in the instant case where the Employee Committees made no showing of interest, did not seek a place on the ballot, and, indeed, the Respondent contends that these committees are not labor organizations for the purpose of collective bargaining. Board policy is entirely discretionary, and there is no sound reason for its application to 8 (a) (2) charges against alleged labor organizations not seeking exclusive representation of employees for the purposes of col-

lective bargaining. The Board does not hear or determine the merits of unfair labor practices in a representation case. The waiver contained in the Charging Union's "Request to Proceed" in Case No. 15–RC–1338 is clear on its face. That case is now closed, and in my opinion the Board is free, under the circumstances here, to hear and determine on the merits all unfair labor practices alleged in the complaint issued on April 20, 1956, even though based upon charges filed both before and after the representation election of December 1, 1955. The motions of Respondent Cabot Carbon Company to dismiss the complaint are therefore denied.[3]

Motion for severance was denied by Trial Examiner Arthur Leff prior to the hearing, and upon renewal at the hearing was again denied by the undersigned Trial Examiner. For the convenience of parties and witnesses, however, the hearing was conducted both at Franklin, Louisiana, and Pampa, Texas.

96 Upon the entire record in the case and from my observation of the witnesses, I make the following:

Findings of Fact

I. BUSINESS OF RESPONDENTS

Cabot Carbon Company and Cabot Shops, Inc., herein called Respondents, are subsidiary corporations of Godfrey L. Cabot, Inc., a Massachusetts corporation founded in 1887, having general headquarters, offices, and laboratories in the City of Boston, where it engages in multistate and international business enterprises related to the petroleum industry.

The Southwestern Division of Godfrey L. Cabot, Inc., consists of all Cabot operations in the States of Kansas, Louisiana, New Mexico, Oklahoma, and Texas, with headquarters, and general offices at Pampa, Texas, under the supervision of General Manager Hugh Burdette. Departments of the Southwestern Division include the (1) Pampa Office (purchasing, accounting, etc.), (2) Industrial Relations Department,[4] (3) Carbon Black Department, and (4) Cabot Shops, Inc.

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[3] Columbia Pictures Corporation, 81 NLRB 1313, 1314–15; Locomotive Finished Material Co., 52 NLRB 922, 926; New York Shipping Association, 107 NLRB 364, 376; Marine Optical Manufacturing Co., 92 NLRB 571; Michigan Bell Telephone Co., 63 NLRB 841, 944; Standard Oil Co. of California, 63 NLRB 471, 475.

[4] Reno Stinson is Director of Industrial Relations for the Southwestern Division in its entirety.

Respondent Cabot Carbon Company is a Massachusetts corporation and integrated facility of the Carbon Black Department, Southwestern Division, engaged primarily in the manufacture and sale of carbon black. For the promotion of its business, it also engages in research and development.[5] Facilities, installations, and plants operated by Respondent Cabot Carbon Company within the Southwestern Division consist of the Pampa Office, Pampa Plant, Ordnance Plant, Pampa Warehouse, and Mills R & D Plant, all in the vicinity of Pampa, Texas; Canal Plant at Franklin, Louisiana; Dixon Plant at Big Springs, Texas; Kermit Plant, Estes Plant, and Walton Plant at Kermit, Texas; Schafer A Plant, Estes Schafer A Plant, Schafer B Plant, and Schafer Laboratory at Schafer, Texas; Keystone Plant at Wickett, Texas; and Ville Platte Plant at Ville Platte, Louisiana.

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Cabot Shops, Inc., is a Massachusetts corporation operating, as a separate department of the Southwestern Division, and is engaged in the manufacture, sale, service, and repair of oil field pumping equipment, drilling rigs, steel fabrication, wholesale steel, etc. Its operating facilities include shops in the vicinity of Pampa, Texas, known as the Pampa Plant; and at Tulsa, Oklahoma, known as the Franks Plant.

During a representative period of 12 months immediately preceding the filing of the complaint herein, the Respondents by and through facilities of the Southwestern Division manufactured, sold, purchased, and caused to be transported beyond the boundaries of the States of origin, finished products, equipment, and other merchandise valued in excess of $4,000,000. I find, therefore, and it is admitted that Respondent Cabot Carbon Company and Respondent Cabot Shops, Inc. are engaged in commerce within the meaning of Section 2 (6) and (7) of the Act.

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II. LABOR ORGANIZATIONS INVOLVED

International Chemical Workers Union, AFL–CIO, is a labor organization within the meaning of Section 2 (5) of the Act. Since 1946 it has been recognized by Respondent Cabot Carbon Company as the duly certified and exclusive representative of its production employees in an appropriate unit at the Ville

[5] R. E. (Art) Dobbin is Director of Research and Development for the Southwestern Division.

Platte Plant, Ville Platte, Louisiana, and since December 1955 at its Canal Plant, Franklin, Louisiana.

Other labor organizations within the meaning of the Act, but not parties in this case, have been certified by the Board, and are recognized by Respondent Cabot Carbon Company as the exclusive representatives for the purpose of collective bargaining of production employees in appropriate units at its Pampa Plant, Schafer A Plant and Schafer B Plant. Another labor organization within the meaning of the Act, not a party in this case, has been duly certified by the Board, and is recognized as exclusive bargaining representative of its employees by Respondent Cabot Shops, Inc.

Whether Employee Committees named as interested parties herein are labor organizations within the meaning of Section 2 (5) of the Act is an important issue to be determined, *infra*.

III. THE UNFAIR LABOR PRACTICES

Part I

A. *The Southwestern Division*

The Southwestern Division is a geographical administrative unit, without legal entity, set up by the parent corporation, Godfrey L. Cabot, Inc., to conduct operations in the southwestern part of the United States. Respondents Cabot Carbon Company and Cabot Shops, Inc., are separate operating departments thereof. The control and policy making group for the Southwestern Division consists of Hugh Burdette (General Manager), Reno Stinson (Director of Industrial Relations), and the several department managers. The parent corporation allots an annual budget for overall operations within which this control group exercises final authority in the determination of operating policies, wages, hours of work, working conditions, overtime pay, vacations, pensions, fringe benefits, etc., for all employees. Director Reno Stinson is especially charged with the general supervision of employment practices and standards, personnel records, labor relations and public relations. As comptroller, he is responsible for wage and salary control. His duties include the negotiation of union contracts, and conferences with both employees and supervisors pertaining to the relationship between the employer and its employees, except for safety. He is also re-

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sponsible for the compilation, maintenance, revision, and distribution of a companywide policy manual familiarly called the "Cabot Guide," which is issued to all plant superintendents and higher officials. This publication is made available to all supervisors and employees at each individual plant office for the guidance of all concerned. In addition to the "Guide," each employee at time of employment is presented with a handbook entitled "You And Your Job With Cabot," which provides general information concerning company policies. benefit plans, retirement and savings plans, group insurance, and other miscellaneous benefits, etc. A pertinent section on page 8 of this handbook reads, as follows:

100 EMPLOYEE COMMITTEE

At each plant, department, and in the Pampa Office, there is an Employee Committee. Employee Committees handle employee grievances at nonunion plants and departments and make recommendations on suggestions from employees in accordance with the Suggestion Plan. Committeemen are elected once a year, by the employees, and they meet with plant management at regular monthly meetings or any special meeting that might be called.

The duties of the Employee Committees and the rules under which they function were made by the committeemen and a representative of management. Members of the committee are paid at straight-time rate for actual time of meetings, but not in excess of four hours at one meeting.

B. *The Employee Committees*

(1) Origin and formation

During World War II the War Production Board encouraged critical war industries, including the Respondents, to set up joint "Labor Management Committees" for the purpose of promoting the war effect to increase production. Consequently, Cabot's Director of Industrial Relations (Reno Stinson) in 1943 notified all plant managers in the Southwestern Division to send elected employee representatives to a conference at Pampa, Texas. As moderator, Director Stinson drafted
101 and submitted to the employees in attendance a set of bylaws for the establishment, procedure and control of

employee committees in company plants and installations. Under the sponsorship of this conference, the bylaws were thereafter approved and adopted by management and employees throughout the Southwestern Division. Director Stinson thereafter included and published these bylaws in the *Cabot Guide*, where they reside as company policy, with slight revisions, to the present day in Section HH of "The Guide," as follows:

3-21-56

BYLAWS OF THE CABOT EMPLOYEE COMMITTEES

PURPOSES

1. To bring about a better understanding between employees in every branch and service of our Company to the end that each will have a better insight of the other's problems.

2. To provide a definite procedure for considering employees' ideas. As an example, the following problems are of mutual interest to employees and management:

a. Safety.
b. Increased efficiency in production.
c. Conservation of supplies, materials, and equipment.
102 d. Encouragement of ingenuity and initiative.
e. Grievances (nonunion plants or departments).

OUTLINE OF COMMITTEES

Number of Employee Committee members to be elected from each plant (There will also be an alternate elected for each member at the same time):

Cabot Shops (Pampa Plant)	*3
Canal	3
Dixon	2
Estes	2
Kermit	2
Mills R. & D.	3
Pampa	2
Pampa Office	2
Pampa Warehouse	1
Schafer A	2
Schafer B	2
Ville Platte	3
Walton	2

*One each from Machine Shop, Tin Shop, and Fabricating. (That is, the employees in Machine Shop, Tin Shop, and Fabricating will nominate their own representatives. However, all employees will vote on the nominees in all groups.)

Employees in Special Crew and Gas Department will
103 vote on Committeemen at the plant or office nearest where they are working, and they will be represented by the Committee nearest their work. However, they will be allowed to put in their Suggestions at any plant or office.

New Committees may be established or old ones changed upon agreement between the department head and the employees affected.

ELECTION PROCEDURE

The outgoing Committee members will conduct nomination and election of succeeding Employee Committee members. The Committee members may enlist the help of Plant Clerk and others in conducting the election.

In case no Employee Committee members or alternates are available, the Plant Superintendent will appoint employees to conduct nominations and elections.

The date of election of Employee Committee members is any time during the first 15 days in January.

Elections should be by secret ballot unless the employees at the plant decide otherwise.

The Employee Committee members are to be elected for a term of one year. Employees reserve the right, by a petition of one-third of plant employees affected, to call a special election for the purpose of recalling any or all Employee
104 Committee members. However, a two-thirds majority vote is necessary to recall. If any or all members are recalled, new members will be elected by special election in the usual manner.

There will be no more nominees than twice the number of Committee members to be elected. Nominees not elected will automatically become alternates for Committee members. The nominee not elected receiving the highest vote will become alternate No. 1; the nominee not elected receiving the next highest vote will become alternate No. 2; etc. Alternates will serve only in case of absence or vacancy of regular Committee member or members.

Qualified voters and Committee members are as follows:

Carbon Black Plants: All employees below Working Foreman.

Gasoline Plants: All employees below Chief Engineer and Working Foreman.

Shops: All employees below Foreman.

Pampa Office: All employees below Department Supervisor. Exempt employees not in a supervisory capacity will be permitted to vote and to serve as Committee members.

105 If a question arises as to who is or who is not qualified to vote or be elected a Committee member, the Committee holding the election will interpret the above rules.

AMENDMENTS

Change of or addition to these rules may be made by a majority vote of all Employee Committee members, together with management's acceptance. Any Employee Committee may institute change in rules by sending their proposed change to the Industrial Relations Department, who in turn will send ballots to all other Employee Committees, and, if a majority favor amendment, then the Industrial Relations Department will secure either management's approval or rejection.

TIME ATTENDING MEETINGS

Time attending meetings will be considered time worked, but no member will be allowed more than four hours for any one meeting. Special meetings may be called by management or by the Committee at any time. Management will have the right to call alternates when the Committeemen are not available.

RIGHTS AND DUTIES OF COMMITTEES

It is understood that the Employee Committees do not in any way detract from the authority and responsibility

106 of the supervisory force but should serve to assist plant management in general in solving problems of mutual interest. It shall be the Committee's responsibility to:

1. Meet with plant management at regular monthly meetings called by management and to attend any special meetings called by management.

2. Work with management on those problems of mutual interest as set out under "Purposes."

3. Make recommendations on the Suggestions from the employees in accordance with the Suggestion Plan.

4. Call meetings of the employees if in their judgment this is necessary, and the Committee may invite management to attend if they think advisable, but all such meetings will be optional as far as management is concerned and will be on the employees' time.

5. Handle grievances at nonunion plants and departments according to grievance procedure set up for these plants and departments. It shall be the duty of the Committee to call to the attention of management any trouble-makers or acts of disturbance which would tend to lower morale, and it
107 shall be the duty of the Committee to insist that gripes, grumbling, trouble-making among the employees either stop or be taken up under the regular grievance procedure at the plant.

(2) Purposes and practices

Purposes announced in the aforesaid bylaws to bring about a better understanding between employees and Respondents and provide a definite procedure for considering employees' ideas are broad and general enough to encompass all problems of mutual interest, and are not limited to the few examples named, such as safety, increased efficiency, consideration of supplies and equipment, encouragement of ingenuity, and grievances at nonunion plants or departments. Although purportedly established in co-operation with the War Production Board, the employee representation system here at issue continued to exist and was expanded long after the war effort was concluded by the cessation of hostilities in 1945. Since that time an employee committee was established in 1952 at the Canal Plant, Franklin, Louisiana, and possibly at other newly built plants.

The bylaws do not provide for any formal organization of employees as a consolidated group. There are no membership requirements, no dues, and no officers other than members of the Employee Committee and alternates. Employee organization is limited to the election of committee members and alternates to serve on Employee Committees at each of Respondent's plants and installations. Exempt employees not in a supervisory capacity are permitted to vote and
108 to serve as Committee members. Qualified voters and Committee members consist of (1) All employees below Working Foreman at Carbon Black Plants, (2) All employees below Chief Engineer and Working Foreman at Gasoline Plants, (3) All employees below Foreman at Shops, and (4) All employees below Department Supervisor at the Pampa Office. The Committee holding an election is authorized to interpret the rules as to who is qualified or not qualified to vote or to be elected a Committee member.

(3) Functions of the Committee

The bylaws provide that the Employee Committee do not in any way detract from the authority of management but should assist plant management in general to solve problems of mutual interest at regular monthly and special meetings called by management by (1) working with management on those problems of mutual interest as set out under "Purposes," (2) making recommendations on the Suggestions from employees in accordance with the Suggestion Plan [6] set forth in the *Cabot Guide,* and (3) handling grievances at nonunion plants and departments according to established grievance procedure, reporting troublemakers and acts of disturbance, and insisting that gripes, grumbling, troublemaking either stop or be taken up under the regular grievance procedure.

Grievance Procedure published by Respondent in "The Guide" provides, *inter alia,* that the employee may handle his grievance personally or ask the Employee Committee to handle for him; and that it shall be the Committee's
109 duty to consult with the foreman, the Assistant Plant Superintendent and the Plant Superintendent, and consider all the evidence, weigh the facts, and set out in writing their reason for believing the employee or employees have not been given justice, before filing a formal grievance with plant management.

Respondents' "Seniority Policy for Regular Employees at Non-Union Plants and Departments," as currently published (for employees who come under the Employee Committee Plan) in the *Cabot Guide,* provides that seniority lists complied bi-annually will be furnished to the Employee Committee. In any case where the plant or department manager decides to deviate from seniority, they shall have a meeting of the Employee Committee and discuss it with the Committee, giving the reason for the deviation before the action is taken. Hiring new men in any classification other than the starting classifications will be a deviation from seniority and will be handled accordingly. Transferring employees from another department or plant, regardless of their seniority, will be considered a deviation from seniority unless they are placed in one of the starting

[6] The Cabot Suggestion Plan included, *inter alia,* awards to employees for "Ideas for eliminating a safety hazard or *improving working conditions.*" [Emphasis added.]

classifications. Management will discuss such transfers with the Employee Committee, giving the reason, before the action is taken. When the Employee Committee believes an employee has been disciplined unduly or laid off not in good standing or discharged without just cause, a meeting between the Committee and management shall be conducted promptly. At this meeting management will explain to the Committee the reasons for their action. If the Employee Committee is not satisfied with the explanation of the reason for deviation from seniority or after such meeting still believes than any employee or employees are being
110 treated unfairly, unduly disciplined, laid off not in good standing, or discharged without just cause, they may file a grievance under the regular grievance procedure.

From uncontradicted testimony and the recorded minutes of Employee Committee meetings with management representatives of Respondent Cabot Carbon Company, it appears that the following subjects pertaining to labor relations and working conditions were discussed and otherwise dealt with, as follows:

Canal Plant:

October 11, 13, 1954—Deviation from seniority in the appointment of a boiler foreman.

October 11, 13, 1954—Preference of Canal Employees for Plant seniority.

October 13, 1954—Job bidding.

November 29, 1954—Complaint about maintenance foreman.

January 19, 1954—Air Vents for warehouses.

February 16, 1955—Request that gloves for employees be furnished at cost through supply room.

April 13, 1955—Complaint about Merit System.

June 1, 1955—Job bidding under plant seniority.

July 27, 1955—Additional classifications of employees.

September 13, 1955—Sick leave plans.

October 13, 1955—Sick leave plans.

October 13, 1955—Transportation for overtime workers.

111 Dixon Plant:

June 1956—Tow motor classification. Reel light above trouble spots.

Kermit Plant:

1956—Complaint of an employee concerning his merit rating.

Mills R & D Plant:

April 8, 1955—Longer notice for job bidding.

May 10, 1955—Abandonment of time cards. Working early on week-ends. Work on Labor Day.

May 12, 1955—Work on Memorial Day.

August 5, 1955—Availability of overtime records.

September 28, 1955—Return of working foreman to rank & file.

September 29, 1955—Discussion of wage correction.

December 2, 1955—Holiday work schedule. Privilege of reporting early to work.

January 6, 1956—Job bidding for classification of apprentice engineer.

March 2, 1956—Allocation of overtime to employees.

April 6, 1956—Curing time at Rubber Lab on Saturdays.

May 10, 1956—Work on Memorial Day.

Estes Plant:

March 15–16, 1956—Christmas vacations. Distribution of company houses. Make-up time. Job classifications. Septic tank improvements.

112 Schafer Laboratory:

1955–1956—Overtime pay and job bidding.

Walton Plant:

January 12, 1956—Days off for tour men.

January 14, 1956—Interpretation of company policy pertaining to seniority, promotions, transfers, etc.

Employee Committees establish at Pampa Plant, Schafer A Plant, Schafer B Plant, Ville Platte Plant, and Canal Plant of Respondent Cabot Carbon Company have co-existed with duly certified outside unions, but their functions during such co-existence have been limited to the handling of grievances for employees outside the bargaining unit and matters divorced from collective bargaining. In the event of conflict, the Employee Committees have customarily yielded to the exclusively certified bargaining representative. At the Ville Platte Plant on March 3, 1955, the Employee Committee in a meeting with management representatives discussed the improvement of

urinals on the docks and the installation of water coolers in warehouses for the convenience of employees. By reason of conflict with the International Chemical Workers Union, AFL–CIO, no members of the Employee Committees at the Ville Platte Plant and Canal Plant were elected in 1956. At some of the unionized plants members of the Employee Committees are also members of the bargaining unit and the certified union. At Schafer B Plant the certified bargaining union and the elected Employee Committee hold joint meetings with the representatives of management. The aforesaid situation of co-existence also prevails at the plant of Respondent Cabot Shops, Inc. During the month of March each
113 year the Respondents hold a management conference at the Pampa Office of the Southwestern Division in Pampa, Texas. The chairman of all Employee Committees from the various plants of Cabot Carbon Company and Cabot Shops, Inc., herein called the Central Committee, attend the divisionwide conference at company expense. In the course of deliberations, Director Reno Stinson holds a separate meeting with the Central Committee to hear and discuss matters of mutual interest, employee suggestions, recommendations, and complaints. At the meeting in March 1955, for example, the Central Committee in conference with Director Stinson discussed proposals concerning (1) increased vacation benefits, (2) furnishing working gloves to employees at cost, (3) sick leave benefits, (4) allocation of company houses, and (4) job classifications at the Estes and Dixon Plants.

It is apparent from all testimony and the entire record in the case that the aforesaid dealings of management with Employee Committees at the plant level and with the Central Committee at top level avoid the usual concept of collective bargaining, but provide a forum for discussion of mutual problems, exchange of information, presentation and consideration of employee suggestions and recommendations, including the adjustment of grievances and the improvement of working conditions.

C. *Domination and assistance*

Domination and assistance by the Employer are inherent in the current "Bylaws of the Cabot Employee Committees." Their original adoption was subject to approval by management in the beginning before becoming effective.

In the absence of Employee Committee members or alternates, the plant superintendent is authorized to appoint employees to conduct nominations and elections. The acceptance of management is required to make any change, additions, or amendment to the bylaws. Proposed changes must be submitted to the Employer's Industrial Relations Department, who in turn will send out the ballots, and, if a majority favor amendment, will secure either management's approval or rejection. It is a primary requirement and duty that the Employee Committee meet with plant management at regular monthly meetings called by management and to attend any special meetings called by management. All such meetings have been called on company time and premises. New committees may be established or old ones changed *upon agreement between the department head and the employees affected.* [Emphasis supplied.]

When the newly built Canal Plant at Franklin, Louisiana, went into production in the early part of 1952, supervisors of Respondent Cabot Carbon Company undoubtedly promoted the establishment of a new Employee Committee at that plant. The handbook (*You And Your Job With Cabot*) presented to all newly hired employees announced the existence and purposes of Employee Committees at all plants, departments, and the Pampa Office. It also announced that the duties of the Employee Committees and the rules under which they function were made by the committeemen and a representative of management; and that members of the committee are paid at straight-time rate for actual time of meetings, but not in excess of 4 hours at one meeting. Various foremen explained to the employees under their respective jurisdictions that an election would be held, and a written notice of such an election appeared on the plant bulletin board. Ballots were mimeographed in the plant office, and delivered to foremen for distribution to employees. An individual ballot was given to each employee with instructions to note thereon his choice for members of the Employee Committee and drop it in a ballot box provided at the time clock within a prescribed time limit. At the appointed time the ballot box was carried to the plant office, and the votes were counted in the presence of plant supervisors. Results of the balloting were then posted on the bulletin board, thereby creating a new Employee Committee. From the record as a whole, it is apparent that the elections of Employee Committees at the Canal Plant and

other plants of Respondents in subsequent years, 1953, 1954, and 1955 followed the same general pattern of procedure with minor variations in particular situations, all in accordance with the rules and policies set forth in the bylaws contained in the manual of basic company policy (*Cabot Guide*) furnished to all plants and departments in the Southwestern Division.

D. *Contentions of Respondents*

It is contended by Respondents that the Employee Committees involved herein are not labor organizations within the meaning of Section 2 (5) of the Act. It is admitted that one of the purposes and functions of the committee is the handling of grievances at nonunion plants under the prescribed grievance procedure; and that the committee members and management representatives at times discussed matters beyond the right or authority to "deal with" each other. It is pointed out that Respondents have never recognized the committees as the bargaining agents of their employees;
116 and that Section 8 (a) (2) of the Act contains a proviso to the effect "that subject to rules and regulations made and published by the Board pursuant to section 6, *an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay;*" [Emphasis added.][7] Respondents also cite a provision in Section 9 (a) of the Act to the effect that "That any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect." Counsel for Respondent's therefore, advanced the proposition, *res nova*, that the Employee Committees in this case are not prohibited "labor organizations," whether or not the Employer may have established and encouraged them. It is contended that clerical assistance rendered by plant clerks and other office personnel to the various Employee Committees is *de minimis*; and that payment of wages to committee members for "time lost" at meetings with management representatives on plant premises is authorized by the proviso contained in Section 8 (a) (2) of

[7] The Board has not made or published any specific rules or regulations thereon except in published decisions in particular cases.

the Act. With respect to the so-called Central Committee, it is contended that the chairman of the various "plant committees" as invited guests without loss of wages and with expenses paid merely attend the annual convention of management at the Southwestern Division Headquarters in Pampa, Texas, with no expressed purpose of representing anyone, except to bring information from the bottom up and give information from the top down. They first attend a prepared
117 program in which top management reviews company accomplishments for the past year and forecasts future operations. Thereafter, the employee guests in session with the Director of Industrial Relations are afforded an opportunity to discuss their own problems and obtain an interpretation of company policy with respect thereto with no intention of engaging in collective bargaining.

Concluding Findings as to Violations of Section 8 (a) (2)

The Committees named as interested parties in the complaint constitute an integrated employee representation system established as company policy throughout the Southwestern Division of Godfrey L. Cabot, Inc. The named Respondents, Cabot Carbon Company and Cabot Shops, Inc., are departments of the parent corporation in whose office, plants, and other installations such Committees presently exist or have recently become more or less dormant. The complaint is an attack upon this employee representation system as a whole rather than the individual committees as such. Each committee owes its existence to *Bylaws of the Cabot Employee Committees* originally submitted in 1943 by Reno Stinson, Director of Industrial Relations for the Respondents, and thereafter approved and accepted by both management and employees. Since the original adoption of this so-called employee representation plan, there is no evidence that employees at subsequently established plants and installations have been afforded an opportunity to ratify or reject that plan of representation, although at some plants elections have been held under Section 9 of the National Labor Relations Act which resulted in the certification of other labor organizations as exclusive bargaining representative in the appropriate
118 unit without any showing of interest by the existing Employee Committee at the particular plant concerned. For example, this occurred at the Ville Platte Plant in 1946 and

at the Canal Plant in 1955. At the Pampa Plant, Schafer A Plant, and Schafer B Plant of Cabot Carbon Company, and at Cabot Shops, Inc., (Pampa Plant), Employee Committees co-exist with the certified exclusive bargaining union without substantial conflict of interests.

Section 8 (a) of the Act provides that it shall be an unfair labor practice for an Employer—

"(2) to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: *Provided,* That subject to rules and regulations made and published by the Board pursuant to section 6, an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay;"

The Act further provides:

"SEC. 2. When used in this Act—(5) The term 'labor organization' means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exist for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work."

119 The record in this case conclusively shows that the Employee Committees herein were created, elected, and functioned by reason of formal bylaws jointly approved and adopted by the Respondents and their employees for the purpose of meeting regularly with each other on company premises to discuss and deal with problems of mutual interest including but not limited to (1) safety, (2) increased efficiency in production, (3) conservation of supplies, materials, and equipment, (4) encouragement of ingenuity and initiative, and (5) grievances. At meetings with management representatives within the statutory limitation period of 6 months immediately preceding the filing and service of charges herein, these committees discussed, complained about, made requests and recommendations, or otherwise dealt with their respective employers with respect to seniority and transfers of employees, job classifications, job bidding, improvement of working facilities, overtime records and timecards, the merit system, layoff and makeup time, working schedules, vacation and sick leave, holidays, allocation of company houses, and other matters affecting their employment. Similar matters

were discussed with Reno Stinson, Director of Industrial Relations, by members of the Central Committee while attending the annual management conference or convention in 1955 and 1956.

In view of the foregoing purposes and activities, and in accord with previous Board and court decisions,[8] I am constrained to hold that all Employee Committees created and existing by virtue of the *Bylaws of the Cabot Employee Committees* and the so-called Central Committee annually convened incident thereto are labor organizations within the broad meaning of Section 2 (5) of the Act.

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The Cabot Employee Committees are a practical facsimile of the Shop Committee recently proscribed by the Board in the case of *Coppus Engineering Corporation*, 115 NLRB No. 220 (1956). According to Respondents these Committees were sponsored as a war measure in collaboration with the War Production Board in 1943. If that be the object of their establishment, there is no good or sufficient reason for their continued existence beyond the accomplishment of the war effort. In any event, findings of unfair labor practices here must be and will be based upon the present status plus conduct and activities occurring within the period beginning 6 months immediately prior to the filing and service of charges against the Respondents. These Committees presently owe their existence solely to a set of rules or bylaws firmly entrenched in the personnel program of the Respondents and published as company rules and policies. Publication of the bylaws in the *Cabot Guide* and the statement entitled "Employee Committee" on page 8 of the booklet, "You And Your Job With Cabot," is tantamount to an announcement that the Employee Committees are sponsored by the Respondents as an employee representation plan with limited recognition by the Employer. Such recognition has been extended without requiring proof of the majority status customarily required of an outside labor union, and in the absence of any provision for membership, the employees have no way of choosing whether to continue their representation by this type of

[8] *N. L. R. B.* v. *Standard Coil Products Co., Inc.*, 224 F. 2d 465, (C. A. 1, 1955); *N. L. R. B.* v. *Sharpler Chemicals, Inc.*, 209 F. 2d 645 (C. A. A. 6, 1954); *Indiana Metal Products Corp.* v. *N. L. R. B.*, 202 F. 2d 613 (C. C. A. 7, 1953); *N. L. R. B.* v. *Saxe-Glassman Shoe Corp.*, 201 F. 2d 238 (C. C. A. 1, 1953); *N. L. R. B.* v. *General Shoe Corp.*, 192 F. 2d 504 (C. C. A. 6, 1951).

organization. Their only choice is to vote for employee representatives to serve on the Employee Committee, and
121 the right by a petition of one-third of plant employees affected to call a special election for the purpose of recalling any or all Employee Committee members by a two-thirds majority vote. In the event any or all members are recalled, it is required that new members be elected by special election in the usual manner. The bylaws provide that new committees may be established or old ones changed upon agreement between the department head and the employees affected. It is provided that the outgoing committee will conduct the nomination and election of succeeding Employee Committee members with the help of the plant clerk and others, and when no Employee Committee members or alternates are available, the Plant Superintendent will appoint employees to perform that function. This provision undoubtedly gives management considerable control of the election machinery, and Respondents also have the inherent power to unseat any elected committee member by terminating his employment.

The dominant position of the Respondents over its Employee Committees and the latter's subservient relationship is also revealed in meetings with management. All meetings have been held on company time and premises with committee members receiving their regular wages for the time while so engaged. This policy applies also to the annual meetings of the Central Committee with Respondents' Director of Industrial Relations in Pampa, Texas. The Committees have never attempted to negotiate a contract with Respondents, and all benefits, privileges, or concessions to employees resulting from such conferences depend entirely upon company policy or magnanimity. Thereby all aspects of collective bargaining are either frustrated or entirely absent.

General meetings of the employees to formulate their
122 demands in common or for other purposes depend upon the whim and willingness of the committee members to call such meetings. Few have been held and were at all times on company premises. Information is disseminated to the employees as a group by posting notices and the minutes of meetings on bulletin boards of the Respondents, agreement having been reached in advance between management representatives and members of the Committees as to the propriety

and correctness thereof. The Employee Committees have no source of funds and rely upon clerical assistance and other facilities furnished by Respondents when necessary for their activities and functions. In the foregoing circumstances it can hardly be said that the employee representation plan at issue has an existence independent of the Respondents.

From a preponderance of the evidence and the entire record in the case, I find that within the statutory period defined in Section 10 (b), the Respondents Cabot Carbon Company and Cabot Shops, Inc., have within the meaning of Section 8 (a) (2) assisted, supported, dominated and interfered with the administration of the Employee Committees, including the so-called Central Committee, named in the complaint, thereby interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 8 (a) (1) of the Act.[9]

123 **Part II**

E. *Operations at Canal Plant*

On or about February 1, 1952, the Respondent Cabot Carbon Company commenced operations at a newly constructed carbon black plant near Franklin, Louisiana, known as the Canal Plant. This plant consists of a modern office building, warehouses, boiler houses, three outdoor units of steel construction designed for the production of carbon black from the combustion of natural gas and oil, together with other auxiliary facilities. We are primarily concerned herein with operations at and around the gas unit. Supervisory personnel involved include District Superintendent D. C. Paulsen, Plant Superintendent Henry S. Ayres, Assistant Plant Superintendent Richard Bray, Plant Engineer A. E. (Tuffy) Marlow, Shift Foreman Leroy Thompson, and Shift Foreman Charles G. Allmon.

Concurrently with production operations an Employee Committee was elected in accordance with the employee representation plan established throughout the Southwestern Division under the Bylaws of the Cabot Employee Committees.

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[9] N. L. R. B. v. James H. Matthews & Co., 156 F. 2d 706–708 (C. C. A. 3); *Northeastern Engineering, Inc.*, 112 NLRB 743, 749–750; *Coppus Engineering Corporation*, 115 NLRB No. 220 (1956).

F. *Employment activities of Edwin W. Wilgus*

Many of the workers previously employed in the construction program at the Canal Plant were thereafter hired by Respondent Cabot Carbon Company in its production operations, including Edwin W. Wilgus. Wilgus worked for several months as a dustless operator, and was then assigned to duty as gas unit operator. In addition to qualifications for this latter job classification, the job description published by Respondent on April 21, 1954, defines the functions and duties of a gas unit operator, as follows.[10]

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Function:

Works rotating shifts under the direct supervision of the Shift Foreman. Performs all the duties connected with the operation of the gas units from furnaces to the process building in a safe, acceptable, workmanlike manner.

Duties:

The duties of this job include but are not limited to the following:

1. Operates blowers, furnaces, coolers, precipitators, cyclones, bag filters, and conveyors.

2. Observes and operates all equipment in the service building including water pumps, strainers, instruments, rectifiers, etc.

3. Cleans and makes minor repairs and adjustments to the above equipment.

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4. Checks extract of blacks periodically and regulates furnace conditions to maintain desired black quality or furnace temperature.

5. Regulates cooling water to maintain proper temperature in cooler, precipitator and bag filter.

6. Cleans burners and water sprays regularly.

7. Shuts down and starts up units when necessary.

8. Flushes oil seals, drains water from oil tanks, and controls inert gas temperatures in insulating compartments.

9. Reprocesses off-quality black.

10. *Cleans up and maintains all the assigned equipment and areas.* [Emphasis added.]

[10] To eliminate the fire hazard existing in a open area adjacent to the gas unit, Respondent also periodically required its employees, including gas unit operators, to cut grass with a manually operated power mower.

11. Takes up all questions, problems, grievances, etc. concerning his job, the plant, or the Company with his immediate supervisor in accordance with established Company policies and procedures.

12. Observes and practices plant rules and safety regulations, particularly those applicable to the area in which the work is performed.

126 13. Assists or relieves any other operator or *performs other necessary work.* [Emphasis added.]

In January 1953 Edwin W. Wilgus was elected as an alternate and repeatedly thereafter in 1954 and 1955 was elected as chairman of the Employee Committee. In the latter capacity he actively participated in regular monthly and special meetings with plant management representatives, and also attended annual meetings of the Central Committee at Headquarters of the Southwestern Division in Pampa, Texas.

In October 1954 Wilgus interviewed a representative of the International Chemical Workers Union, and induced that organization to file a petition with the National Labor Relations Board for exclusive representation of production employees at the Canal Plant. Thereupon, he actively solicited membership in the Union, and obtained the signatures of 109 employees on cards designating the Union as their representative. At an election held on November 4, 1954, in Case No. 15–RC–1183, Wilgus acted as observer for the Union, but the election was lost by a margin of 3 ballots.[11] Shortly thereafter he complained to Shift Foreman Leroy Thompson that his merit rating had not been increased during the past 2 years, thereby depriving him of advancement to a higher wage bracket. Thereupon, Foreman Thompson told Wilgus that he might improve his merit rating by doing a better job of

127 cleaning up his instrument panel in the service building.

Wilgus thereupon accused Foreman Thompson of sleeping on his job—asserted that he could produce witnesses that had seen him asleep on the job—that if he would stay awake long enough, he could see him cleaning up the instrument panel. At the behest of Wilgus, the Union on November 24, 1954, filed the original charge herein against Cabot Carbon Company,

[11] At a subsequent election in Case No. 15–RC–1338 on December 1, 1955, the Union received a plurality of ballots cast, was thereafter certified by the Board, and in April 1956 negotiated and signed a collective bargaining agreement with Respondent.

Canal Plant, alleging unspecified conduct since October 1, 1954, constituting interference, restraint, and coercion of its employees in the exercise of their rights to self-organization, etc. On or about March 1, 1955, Wilgus complained also to Plant Engineer Marlow that his merit rating points had not been increased during the past 18 months, and demanded that something be done about it.

At a regular monthly meeting of the Employee Committee with management representatives on April 18, 1955, Chairman Wilgus raised a discussion of the merit rating plan in effect at the Canal Plant. He expressed his opinion that it was a good thing, but was being used as a whip in the hands of the foremen. He reiterated his previous colloquy with Foreman Thompson, and renewed accusations of his sleeping on the job. Minutes of this meeting were thereafter posted on bulletin boards of the plant, as usual, and the remarks therein concerning Foreman Thompson aroused considerable resentment against Wilgus by several other foremen in the plant. Some passed him on the premises without speaking or other salutation.

At the end of the current monthly merit rating period about May 1, 1955, Wilgus was called to the office of Plant Engineer Marlow, and notified in the presence of Assistant Plant
128 Superintendent Richard Bray and Foreman Thompson that his merit rating had been reduced from 30 to 26 points, thereby placing him on probation for a period of 90 days within which to regain his former rating or suffer a reduction in pay provided for in the next lower wage bracket. The new rating sheet was signed by Foreman Thompson, and approved by Plant Engineer Marlow with remarks thereon, as follows:

"Ed Wilgus appears to resent orders and instructions from his supervisors, and is often critical of changes in operating procedures, new methods, and work other than regular operations. His foreman often hesitates to give him orders and instructions because of his attitude. He is capable of doing good work if his attitude can be improved. I recommend placing him under the supervision of a different foreman to see if this can be accomplished." [12]

[12] Pursuant to this recommendation, Assistant Plant Superintendent Richard Gray instructed Wilgus to report for duty to Shift Foreman Charles G. Allmon on May 9, 1955.

On May 9, 1955, Chairman Wilgus called a special meeting of the Employee Committee with management for further discussions about the merit rating plan and other matters. At that meeting Wilgus contended that management was attempting to restrict his freedom of speech, and retaliating against him because of his activities on behalf of the Union and the Employee Committee. He asserted that pending charges before the National Labor Relations Board would be amended to include the discrimination against him.[13] Wilgus also
129 contended that employees were being required to report for work 15 minutes before starting time for which they should be paid overtime, and asserted that he had filed a complaint with the Wage and Hour Division of the Department of Labor requesting an investigation thereof. Plant Superintendent Ayres tried to explain the company viewpoint, and suggested that Wilgus file a formal grievance under procedure outlined in the employee handbook and the *Cabot Guide*. Committeeman F. J. Petitfils did not agree with the position taken by Chairman Wilgus that employees should be paid overtime for reporting a few minutes before starting time to confer with outgoing operators prior to change in shift personnel. Petitfils requested that a second special meeting be held on May 12, 1955, and in the meantime interviewed other employees about the situation. At the second meeting he reported that approximately 15 employees interviewed by him expressed the opinion that they had been misrepresented by Wilgus and would like for him to withdraw his complaint to the Wage and Hour Division. Wilgus, however, maintained the position he had taken, and insisted that he was representing other employees who were dissatisfied.

G. *The probation period*

On and after May 9–10, 1955, Edwin W. Wilgus continued to work as a gas unit operator under the supervision of Shift Foreman Charles G. Allmon. The new foreman explained to him that his past record indicated poor cooperation with his supervisors, that the quality of his work had not been up to standard, but that he would try to help him become a good

[13] Thereafter the Union filed an amended charge to that effect on May 13, 1955.

employee. Thereupon, Wilgus denounced his former foreman (Leroy Thompson), contended that he had performed
130 his work better than any other operator and insisted that management was out to get him because of his activities on behalf of the Employee Committee and the Union. Foreman Allmon assured Wilgus that management was not setting any trap to fire him, that both he and management had some changes to make, and that management would meet him more than half way. He told Wilgus that he did not want a troublemaker on his shift, and cautioned him to be more tactful and go through channels in his dealings with management, pointing out that complaints had been made to the National Labor Relations Board without affording the Company an opportunity to remedy the situation through the customary grievance procedure. Finally the foreman told Wilgus that it had been reported that he had not been doing his share of the clean-up duties and proposed that more work of that nature would be assigned to him. Agreement was reached by Wilgus saying to the foreman: "Charlie, I'll do anything you tell me to do, because I am too smart to get fired for insubordination."

Thereafter, on one occasion, Wilgus was required to cut grass with the power mower for an hour or two in the open area adjacent to the gas unit. At another time he was required to clean off and wash down the upper landings on the gas unit with a high pressure hose. On another occasion he was required to replace defective light bulbs and polish all light reflectors on the gas unit. At other times he was required to systematically check all sprays on the downcomer and pre-cooler. In the performance of such work it was necessary to climb a ladder to positions 60 to 65 feet above the ground. While so engaged, the foreman relieved him of his responsibilities on the ground floor and in the service building.

131 At the end of the first month of his assignment to the shift of Foreman Charles G. Allmon, the foreman commended Wilgus for his work, but cautioned him to be more courteous and polite when he came in contact with his former foreman, Leroy Thompson, and other supervisors. Thereafter, according to Foreman Allmon, the conduct of Wilgus demonstrated a noticeable improvement in his attitude, and on one occasion Assistant Plant Superintendent Richard Bray remarked that "Ed's attitude is sure improving." The result

was that on August 1, 1955, Foreman Allmon increased the merit rating of Edwin W. Wilgus to 31 points, which removed his probationary status, and restored him to his original bonus wage bracket with a rating 1 point higher than any previously held by him. At that time Foreman Allmon made the following notation on his merit rating sheet:

"This man's attitude is apparently 'Good' at this time; and, in my opinion, has been good for the last 60 days. However, due to the fact that I was not satisfied with his attitude during the first 30 days, this weights the grading in this category by 33⅓ percent; which in turn, produces a composite rating for the full 3 months period of 'Satisfactory.' "

H. *The alleged discriminatory discharge*

In the absence of evidence to the contrary it is presumed that Wilgus remained on good terms with his foreman and satisfactorily performed the duties of his employment for a period of 1½ months following the end of probation on August 1, 1955, to September 15, 1955. At daybreak on
132 the latter date Foreman Allmon again instructed Wilgus to cut grass around the furnaces of the gas unit and service building. Wilgus at that time raised no objections. At approximately 5 a. m. he procured the power mower from Boiler Fireman George Dugas at the boiler house, and made a statement to him to the effect that for 5 years he had not cut grass at his own house, and that he was going to find out from Charlie whether this extra duty was his idea or that of management. In the meantime Foreman Allmon was himself cutting grass in a larger area nearby with a tractor-drawn mower. After cutting for approximately 1 hour, Wilgus complained to Foreman Allmon that his workload had been increased. Wilgus testified: "I told Charlie Allmon that I thought my work load was being increased and I intended to find out whether it was his idea or top management's idea." Foreman Allmon insisted that cutting grass was a routine duty of the gas unit operator, and required Wilgus to continue the work until the end of his shift at 7 a. m. Then he called Plant Superintendent Ayres at his home, and requested that he come to the plant. Immediately prior to 7 a. m. Allmon instructed Wilgus to stop cutting grass and report to the plant office. At the office both Foreman Allmon and Edwin W. Wilgus expressed to Plant Superintendent Henry S. Ayres his version of

the grass-cutting incident. Wilgus contended that the grass cutting was extra work that he should not be required to perform. The Plant Superintendent produced the job description, *supra*, pointing out that one of the prescribed duties of a gas unit operator was to clean up and maintain all the assigned equipment and areas. The conference continued for 30 or 40 minutes without reaching an agreement. Wilgus was then dismissed, and went home. Upon his departure, Plant Superintendent Ayres called in District Superintendent
133 D. C. Paulsen for further discussion of the situation. Foreman Allmon expressed his unwillingness to continue working with Wilgus. Paulsen consulted the company attorney and the Director of Industrial Relations. Finally the decision was reached to discharge Edwin W. Wilgus. At approximately 11: 30 a. m. on September 15, 1955, Foreman Charles G. Allmon notified Wilgus by telephone at his home that he was discharged for insubordination and failure to cooperate with his supervisors.

Concluding Findings as to Violations of Section 8 (a) (3)

Notwithstanding my findings in Part I, above, that Respondent Cabot Carbon Company illegally assisted, supported, and dominated the Employee Committees, the record does not support a finding that it otherwise sought to circumvent or suppress the organizational activities of its employees. At several plants it had recognized, bargained with, and entered into collective bargaining agreements with outside unions coexisting with the Employee Committees. For many years prior to 1954, Employee Committees co-existed with outside unions recognized as the exclusive bargaining representative at the Pampa Plant, Schafer A Plant, Schafer B Plant, and Ville Platte Plant. Following a consent election lost by the International Chemical Workers Union at the Canal Plant in November 1954, the Respondent was charged with unspecified acts of interference, restraint, and coercion. Thereupon, Edwin W. Wilgus, Chairman of the Employee Committee, and an ardent advocate of the Union, protested his failure to receive promotion and made an unsubstantiated charge against his foreman (Thompson) of neglecting his
134 duties and sleeping on the job. His controversy with this foreman resulted in a reduction of Wilgus' merit rating, placing him on probation, and his transfer to the shift

of Foreman Charles G. Allmon. During this probation period Wilgus became reconciled to the disciplinary action taken against him by the Employer. Whether or not disciplinary action taken by Respondent was justified, the record is clear that on or about August 1, 1955, the merit rating of Edwin W. Wilgus was without loss of pay fully restored, and he was again in good standing with his Employer.

Approximately 1½ months later on September 15, 1955, Foreman Allmon again required Wilgus to cut grass in the recognized area of the gas unit. The published job description of his classification clearly prescribed among other duties that a gas unit operator "cleans up and maintains all the assigned equipment and areas." Some employees of the same and similar classification had in the past been required to cut grass either on a voluntary basis or otherwise. It is well settled also that an employer may reasonably prescribe the duties required of an employee without any presumption of discrimination. I am, therefore, constrained to find that under the circumstances here, it was not discrimination in regard to the hire and tenure of employment of Edwin W. Wilgus to discourage membership in a labor organization for Respondent to assign to him the duty of cutting grass in areas immediately adjacent to his unit. His challenge to the authority of the foreman to assign such work, accompanied by a continued refusal in conference with the plant superintendent to accept such assignments, constituted insubordination for which the Respondent had the right to terminate his employment.

135 I shall, therefore, recommend with respect to the alleged discrimination against Edwin W. Wilgus that the complaint be dismissed.[14]

I. *Separate allegations of interference, restraint and coercion*

It is alleged in the complaint that Respondents by and through their agents and supervisors interrogated employees concerning their sympathies, activities and membership in the Union, threatened them with a reduction in earnings if the Union be selected as bargaining representative, and required them to perform more arduous work because of

[14] Cf. Endicott-Johnson Corporation, 108 NLRB 88, 97–99; and cases cited therein.

the advent of the Union. In support of those allegations the General Counsel introduced the following testimony.

Forrest Boudreaux (employee at the Canal Plant) credibly testified in substance that shortly prior to the Board-conducted representation election on November 4, 1954, Shift Foreman Carroll Hughes came to him and said: "You know the union election is coming on—I am a company man—and hope you will vote right."

W. B. Howe (plant operator on the oil unit at the Canal Plant) credibly testified in substance that in October 1954 Chief Engineer Herman Davis talked to him concerning the Union, and said: "I hear that you are one of the instigators of the Union;" and inquired in what way a union would help him.

Herman Zimmerman (warehouse employee) testified in substance that in October 1954 he inquired of Foreman
136 Howard Bailey why he had not received a raise in pay like others of equal seniority in the Plant. Bailey said he thought Zimmerman was getting just as much as the other boys, and that if the Union comes in there there will be a lot of fellows taking a pay cut.[15]

Edwin W. Wilgus (gas unit operator) credibly testified in substance that prior to the first representation election of November 4, 1954, Foreman Willard Smith (then a plant operator and relief foreman) came to him and inquired: "Ed, now that we have plant seniority, do you think the employees need union representation?" Smith also inquired as to what he thought of setting up an independent union to bargain for the men.

Bobby Joe Compton (oil unit operator) credibly testified in substance that Chief Engineer Herman Davis talked to him concerning the Union shortly prior to the second representation election of December 1, 1955, and said: "I understand that you're a big union man—Well, how do you think it's going to help you." Then Davis inquired whether I thought it would keep me from cleaning oil tips, water sprays, etc. Having received a negative answer, Davis then in-

[15] Foreman Howard Bailey denied making any statement about the Union, but recalled that when Zimmerman complained he made an investigation and found that the office had inadvertently failed to record an increased merit rating which entitled him to an increase in pay, and that the same error had occurred as to Paul Guillot. Correction was made and both men received retroactive wage increases.

quired: "Well, then why do you want to stick your neck out for the others?"

Compton testified also that Foreman Carrol Hughes required him to scrub the concrete slab at the oil unit
137 with B–A–B–O (a cleaning agent), and to wash the pump room floor with gasoline in close proximity to the open flame of an oil heater. On another occasion Foreman Hughes refused to permit another employee to perform his work at a time when he was sick and suffering from pleurisy.[16]

Concluding Findings as to Independent Violations of 8 (a) (1)

With respect to the alleged independent violations of Section 8 (a) (1), I find no expressions of threats of reprisal or force or promise of benefit. At most they were isolated statements or interrogation by minor supervisors for which under the protection of free speech allowed by Section 8 (c) of the Act, the Respondent should not be held accountable. The assignment of clean-up duties to Bobby Joe Compton were not under the circumstances either dangerous or discriminatory, nor does it appear vindictive to fail to relieve him from certain duties without request merely upon the suggestion of another employee. I shall, therefore, recommend that all allegations of independent violations of Section 8 (a) (1) of the complaint be dismissed.

138 IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondents Cabot Carbon Company and Cabot Shops, Inc., set forth in Section III, Part I, above, occurring in connection with the operations described in Section II, above, have a close, intimate and substantial relation to trade, traffic and commerce among the several

[16] As to the cleaning incidents, Foreman Hughes credibly explained that Compton was required to use B–A–B–O because the Company had discontinued the use of a more expensive solvent called Wedoc, which cost approximately $6 per gallon. As to the use of gasoline, the foreman satisfactorily explained that the solution used was Vardol, which had the appearance of white gasoline, but was not inflammable. With respect to his failure to relieve Compton when sick, he satisfactorily explained that Compton did not himself request relief, and when another employee (W. B. Howe) requested permission to relieve Compton he merely told Howe that if the man was too sick to do his work he should go home.

States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that Respondents Cabot Carbon Company and Cabot Shops, Inc., have assisted, supported and dominated the Employee Committees named in the complaint, including the so-called Central Committee, I shall recommend that said Respondents cease and desist from such conduct, and as a corollary to the finding of domination [17] that it withdraw recognition from and completely disestablish the Employee Committees, including the Central Committee, as the representatives of any of its employees for the purpose of dealing with the Employer concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work; and that Respondents refrain from recognizing said Employee Committees and the Central Committee, or any successors thereto, for any of the purposes defined in Section 2 (5) of the Act. "This will not prevent the employees, after the unfair labor practices have been remedied and the
139 conditions for a free choice established, from adopting representation from their own ranks or any other kind of representation, if such is their genuine desire, unfettered by employer domination, interference, assistance, or support.[18]

All findings of interference, restraint, and coercion, herein, are based entirely upon and derive from the conduct of Respondents in dominating and interfering with the election and administration of the Employee Committees, including the Central Committee, and in contributing financial and other assistance and support to them. Except for the unlawful conduct flowing from Respondents' relations to said Employee Committees and the Central Committee, a preponderance of the evidence and the record as a whole does not in my opinion support a finding that Respondents have engaged in any other unfair labor practices. Nor am I persuaded from the record in this case that any danger presently exists that the Respondents may in the future engage in other unfair labor practices proscribed by the Act, which are not directly related in kind to the unfair labor practices herein found to have been

[17] The Carpenter Steel Co., 76 NLRB 670–673.

[18] Ben Corson Manufacturing Co., 112 NLRB 323, 346.

engaged in by them. Under the circumstances, I shall not recommend the issuance of the usual broad cease-and-desist order customarily issued where the future commission or continuation of such other unfair labor practices are reasonably apprehended. I shall, however, recommend that Respondents cease and desist from engaging in any like or related conduct by otherwise interfering with the representation of its employees by or through a labor organization of their own choosing.

140 Upon the basis of the above findings of fact and the entire record in the case, I make the following:

Conclusions of Law

1. The International Chemical Workers Union, AFL–CIO, and the Employee Committees, including the Central Committee, named as interested parties in the complaint, are labor organizations within the meaning of Section 2 (5) of the Act.

2. By assisting, supporting, dominating, and interfering with the election and administration of the Employee Committees and the Central Committee, named as interested parties in the complaint, the Respondents Cabot Carbon Company and Cabot Shops, Inc., have engaged in and are engaging in unfair labor practices in violation of Section 8 (a) (2) of the Act.

3. By such conduct the said Respondents have interfered with, restrained, and coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act, thereby violating Section 8 (a) (1) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

Recommendations

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in the case, it is recommended that Cabot Carbon Company and Cabot

141 Shops, Inc., their officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Assisting, dominating, contributing financial or other support to, or interfering with the election and administration of the Employee Committees and Central Committee

named as interested parties herein, or any other labor organization;

(b) Otherwise interfering with the representation of its employees by or through any labor organization of their own choosing;

(c) Recognizing the Employee Committees and the Central Committee, or any successors thereto, as the representative of any of its employees for the purpose of dealing with Respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

2. Take the following affirmative action designated to effectuate the policies of the Act:

(a) Withdraw and withhold all recognition from, and completely disestablish the Employee Committees and Central Committees named as interested parties herein, or any successors thereto, as the representative of any of its employees for the purpose of dealing with Respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work;

142 (b) Post at all of its plants, installations, and offices in the Southwestern Division of Godfrey L. Cabot, Inc., copies of the notices attached hereto and marked "Appendix A" and "Appendix B," respectively. Copies of said notices, to be furnished by the Regional Director for the Fifteenth Region, shall, after being duly signed by its authorized representative, be posted by each of the Respondents immediately upon receipt thereof, and be maintained by it for a period of sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable measures shall be taken by the Respondents to insure that such notices are not altered, defaced, or covered by any other material;

(c) Notify the Regional Director for the Fifteenth Region (New Orleans, Louisiana), in writing, within twenty (20) days from receipt of this Intermediate Report and Recommended Order, what steps the Respondents have taken to comply herewith.

Unless within twenty (20) days, as aforesaid, each of the respondents notifies the said Regional Director in writing that it will comply with the foregoing recommendations, it is further recommended that the National Labor Relations Board issue an order requiring the Respondents to take the action

aforesaid. It is further recommended that all other allegations of the complaint not herein found to constitute a violation of the Act be dismissed.

Dated at Washington, D. C., this 4 day of December 1956.

Lee J. Best,
LEE J. BEST,
Trial Examiner.

143 APPENDIX A TO INTERMEDIATE REPORT AND RECOMMENDED ORDER

NOTICE TO ALL EMPLOYEES PURSUANT TO

The Recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the Labor Management Relations Act, we hereby notify our employees that:

"We Will Not assist, dominate, contribute financial or other support to, or interfere with the election and administration of the Employee Committees and the Central Committee or any other labor organization of our employees.

"We Will Not in any like manner interfere with the representation of our employees by or through a labor organization of their own choosing.

"We Hereby Disestablish the Employee Committees and Central Committee as the representative of any of our employees for the purpose of dealing with us concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work; and We Will Not recognize them or any successors thereto for any of the foregoing purposes."

CABOT CARBON COMPANY.
(Employer)

Dated..... By.....
(Representative) (Title)

144 This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

APPENDIX B TO INTERMEDIATE REPORT AND RECOMMENDED ORDER

NOTICE TO ALL EMPLOYEES PURSUANT TO

The Recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the Labor Management Relations Act, we hereby notify our employees that:

"We Will Not assist, dominate, contribute financial or other support to, or interfere with the election and administration of the Employee Committees and the Central Committee or any other labor organization of our employees.

"We Will Not in any like manner interfere with the representation of our employees by or through a labor organization of their own choosing.

"We Hereby Disestablish the Employee Committees and Central Committee as the representative of any of our employees for the purpose of dealing with us concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work; and We Will
145 Not recognize them or any successors thereto for any of the foregoing purposes."

CABOT SHOPS, INC.
(Employer)

Dated..... By.....
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

146 Before the National Labor Relations Board

[Title omitted.]

Order transferring case to the National Labor Relations Board

Dated December 4, 1956

A hearing in the above-entitled case having been held before a duly designated Trial Examiner and the Intermediate Report and Recommended Order of the said Trial Ex-
147 aminer, a copy of which is annexed hereto, having been filed with the Board in Washington, D. C.,

It is hereby ordered, pursuant to Section 102.45 of National Labor Relations Board Rules and Regulations that the above-entitled matter be, and it hereby is, transferred to and continued before the Board.

Dated, Washington, D. C., December 4, 1956.

By direction of the Board:

FRANK M. KLEILER,
Executive Secretary.

NOTE

Communications concerning compliance with the Intermediate Report should be with the Director of the Regional Office issuing the complaint.

Attention is specifically directed to the excerpts from the Rules and Regulations appearing on the page attached hereto.

Exceptions to the Intermediate Report in this case must be received by the Board in Washington, D. C., on or before December 27, 1956.

(Excerpts from Rules and Regulations, Series 6, Omitted.)

* * * * * *

148 Before the National Labor Relations Board, Fifteenth Region

[Title omitted.]

Exceptions to intermediate report and recommended order

January 24, 1957

Comes now respondents Cabot Carbon Company and Cabot Shops, Inc., through their undersigned counsel, and takes exception to the intermediate report and recommended order of Trial Examiner Lee J. Best, issued December 4, 1956, as follows:

1. To the findings page 92, lines 31 through 33 and continued on page 93, lines 1–17 that the third, fourth and fifth amended charges were filed against Cabot Shops, Inc., and served upon that corporate entity, and to the denial of the motion of Cabot Shops, Inc., to dismiss the complaint because Cabot Shops, Inc. had never been properly charged.

2. To the denial, at page 95, lines 19 to 21 of the motions of Cabot Carbon Company to dismiss the complaint because of predetermination of the 8. (a) (2) allegations in Case No. 15–RC–1338.

3. To the findings page 96, lines 16 through 29, and
149 particularly to the findings that Cabot Shops, Inc. is a department of the Southwest Division, and to the finding that Southwest Division is a sub-division of Godfrey L. Cabot, Inc., and to the finding that Cabot Carbon Company is an integrated facility of the Carbon Black Department, Southwestern Division.

4. To the findings page 97, lines 12 through 17 insofar as it is found that Cabot Shops, Inc., is a separate department of the Southwest Division.

5. To the findings page 99, lines 2 to 4, that Cabot Carbon Company and Cabot Shops, Inc. are separate operating departments of the Southwest Division.

6. To the failure to find at page 101 of the intermediate report that the by-laws submitted by Director Stinson to the employee conference (see page 100, lines 32 through 34 and continued on page 101, lines 1–3) were suggested to Director Stinson by a representative of the War Production Board, and that in particular those portions of the by-laws having reference to the handling of grievances were so suggested, and that the by-laws so adopted were approved by the War Production Board representative.

7. To the unsupported speculation, page 107, lines 22 and 23.

8. To the finding, page 110, lines 7 through 10 that the
150 subjects listed on page 110, line 14 and continuing on pages 111, and page 112, lines 1–8, pertain to labor relations and working conditions and to the finding that, in addition to being discussed, they were "otherwise dealt with."

9. To the finding, page 112, lines 12 through 19, that among the matters handled by employee committees at plants where certified unions existed were the handling of grievances by employees outside of the bargaining unit as being unsupported by the evidence, save in one isolated incident occurring at the Ville Platte plant outside of the 10 (b) period, and to the unsupported inference that there had been conflicts between the committees and collective bargaining agents.

10. To the findings, page 112, lines 17 through 26, and particularly to the finding that the committee at the Ville Platte and Canal plants were not elected because of conflict with the International Chemical Workers Union, AFL–CIO.

11. To the failure to find at page 113 of the report that no agreements are made with the so-called Central Committee at the annual meeting in Pampa.

12. To the finding, page 113, line 30, through pages 114, and 115, line 19, and in particular to all findings based upon
151 activities anteceding by 6 months or more the filing of the charge herein alleging violations of Section 8 (a) (2).

13. To the findings, page 117, lines 11 through 18.

14. To the failure to find at page 117 of the report, that the certified unions made no protest of the co-existence of the employee committees until the filing of the third amended charge herein on May 13, 1955, and that said charge was made by a union certified at but one plant.

15. To the findings, page 119, lines 1 through 24, that the activities of respondent and the employee committees described therein constituted "dealing with" said committees.

16. To the finding and conclusion, page 119, line 26, through page 120, line 4, that the employee committee and the so-called Central Committee constituted labor organizations within the meaning of Section 2 (5) of the Act.

17. To the findings, page 121, line 31, through page 122, line 15, that collective bargaining has been, by respondent, frustrated, as being contrary to the evidence, and to the failure to find that respondents have never interfered with the wishes of their employees as to collective bargaining, but on the other hand have freely recognized, dealt with, and contracted with any labor organizations selected by majority of their employees in an appropriate unit.

152 18. To the failure to find at page 121 of the report that formulation of company policy relative to conditions of employment is formulated with the wishes of employees obtained from many sources, including the holding of elections conducted by respondents to obtain this information, taken into consideration.

19. To the findings, page 122, lines 17 through 26.

20. To the finding, page 138, lines 4 through 10, as being unsupported by any substantial evidence on the record considered as a whole, and contrary to the positive evidence that the existence and operation of the committees did not tend to lead to labor disputes burdening and obstructing commerce.

21. To the recommendation, page 138, lines 16 through 29, as being unnecessary and unwarranted by the facts and the law, in that said employee committees are not labor organizations, have not been recognized by the employers as bargaining

representatives under Section 2 (5) of the Act, and therefore there is no need for their disestablishment.

22. To the recommendation, page 139, lines 26 through 29.

23. To the conclusion of law, page 140, lines 12 through 27.

153 24. To the recommendations, page 140, line 31, page 141 and through page 142, line 19 as being unnecessary and without basis in facts or in law in that said employee committees are not labor organizations, respondent has not interfered with the representation of its employees, and respondents have not recognized the employee committees and the so-called Central Committee as the representative of its employees for the purposes of collective bargaining.

25. In the alternative, respondent excepts to the failure to find that any activities of respondent in connection with its committees which were in the nature of collective bargaining with a labor organization, were isolated, sporadic, and inadvertent.

26. Again solely in the alternative, respondent excepts to the failure to recommend that respondent be ordered to cease only those activities which were in the nature of collective bargaining rather than recommending complete disestablishment of the employee committees.

RICHARD C. KEENAN,
Kullman & Long, 1113 Whitney Bldg., New Orleans, La.
H. H. HILLYER, Jr.
1122 Whitney Bldg., New Orleans, La.
154 By: H. H. HILLYER, Jr.,
Attorneys for Cabot Carbon Company and Cabot Shops, Inc., Respondents.

JANUARY 24, 1957.

155 Certificate of service [omitted in printing].

156 Before the National Labor Relations Board

D–483
FRANKLIN, LA.
PAMPA, TEX.

Decision and order

117 NLRB No. 211

Dated May 17, 1957

[Title omitted].

157 On December 4, 1956, Trial Examiner Lee J. Best, issued his Intermediate Report in the above-entitled proceeding, finding that the Respondents had engaged in and were engaging in certain unfair labor practices, and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondents filed exceptions to the Intermediate Report and a supporting brief, and the General Counsel filed a brief.

Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in this case, and hereby adopts the findings, conclusions and recommendations of the Trial Examiner.[19]

ORDER

Upon the entire record in this case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the Respondents Cabot Carbon Company, and Cabot Shops, Inc., their officers, agents, successors, and assigns, shall:

158 1. Cease and desist from:

(a) Assisting, dominating, contributing financial or other support to, or interfering with the election and administration of the Employee Committees and Central Committee named as interested parties herein, or any other labor organization;

(b) Otherwise interfering with the representation of their employees by or through any labor organization of their own choosing;

(c) Recognizing the Employee Committees and the Central Committee, or any successors thereto, as the representative of any of their employees for the purpose of dealing with Re-

[19] We adopt the Trial Examiner's recommended dismissal of the allegations of independent violations of Section 8 (a) (1) of the complaint and also his recommended dismissal of the Section 8 (a) (3) allegations of the complaint as no exceptions were filed thereto.

spondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or condition of work.

2. Take the following affirmative action designated to effectuate the policies of the Act:

(a) Withdraw and withhold all recognition from, and completely disestablish the Employee Committees and Central Committee named as interested parties herein, or any successors thereto, as the representative of any of its employees for the purpose of dealing with Respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work;

(b) Post at all of their plants, installations, and offices in the Southwestern Division of Godfrey L. Cabot, Inc., copies of the notices attached hereto and marked "Appen-
159 dix A" and "Appendix B," respectively.[20] Copies of said notices to be furnished by the Regional Director for the Fifteenth Region, shall, after being duly signed by its authorized representative, be posted by each of the Respondents immediately upon receipt thereof, and be maintained by it for a period of sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable measures shall be taken by the Respondents to insure that such notices are not altered, defaced, or covered by any other material;

(c) Notify the Regional Director for the Fifteenth Region (New Orleans, Louisiana), in writing, within ten (10) days from the date of this Order as to the steps the Respondent has taken to comply herewith.

It is further ordered that the complaint be, and it hereby is, dismissed insofar as it alleges that the Respondents violated the Act other than as found herein.

Dated, Washington, D. C., May 17, 1957.

[SEAL] PHILIP RAY RODGERS,
Member,

STEPHEN S. BEAN,
Member,

160 JOSEPH ALTON JENKINS,
Member,

National Labor Relations Board.

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[20] In the event that this order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order," the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

APPENDIX A TO DECISION AND ORDER ~~OMITTED~~. ~~PRINTED SIDE PAGE 76 ANTE~~

NOTICE TO ALL EMPLOYEES PURSUANT TO

A Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the Labor Management Relations Act, we hereby notify our employees that:

"We Will Not assist, dominate, contribute financial or other support to, or interfere with the election and administration of the Employee Committees and the Central Committee or any other labor organization of our employees.

"We Will Not in any like manner interfere with the representation of our employees by or through a labor organization of their own choosing.

"We Hereby Disestablish the Employee Committees and Central Committee as the representative of any of our employees for the purpose of dealing with us concerning grievances, labor disputes, wages, rates of pay, hours of em-
161 ployment, or conditions of work; and We Will Not recognize them or any successors thereto for any of the foregoing purposes."

CABOT CARBON COMPANY.
(Employer)

Dated..... By.....
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

APPENDIX B TO DECISION AND ORDER ~~OMITTED~~. ~~PRINTED SIDE PAGE 77 ANTE~~

NOTICE TO ALL EMPLOYEES PURSUANT TO

A Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the Labor Management Relations Act, we hereby notify our employees that:

"We Will Not assist, dominate, contribute financial or other support to, or interfere with the election and administration of the Employee Committees and the Central Committee or any other labor organization of our employees.

"We Will Not in any like manner interfere with the representation of our employees by or through a labor organization of their own choosing.

162 "We Hereby Disestablish the Employee Committees and Central Committee as the representative of any of our employees for the purpose of dealing with us concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work; and We Will Not recognize them or any successors thereto for any of the foregoing purposes."

CABOT SHOPS, INC.
(Employer)

Dated..... By.....
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

163 In United States Court of Appeals for the Fifth Circuit
No. 16734

Cabot Carbon Company and Cabot Shops, Inc., PETITIONERS,

versus

National Labor Relations Board, RESPONDENT.

Certified list of the National Labor Relations Board

The National Labor Relations Board, by its Executive Secretary, duly authorized by Section 102.84, Rules and Regulations of the National Labor Relations Board—Series 6, as amended, hereby certifies that the list set forth below constitutes a full and accurate transcript of the entire record of a proceeding had before said Board, entitled, "Cabot Carbon Company and Cabot Shops, Inc. and Interested Parties: Central Committee, Southwestern Division, Employee Committee, Canal Plant, Employee Committee, Dixon Plant, Employee Committee, Kermit Plant, Employee Committee, Pampa Plant, Employee Committee, Schafer A Plant, Employee Committee, Schafer B Plant, Employee Committee, Ville Platte Plant, Employee Committee, Mills R & D Plant, Employee Committee, Cabot Shops, Employee Committee, Ordnance Plant, Employee Committee, Estes Plant, Employee Committee, Keystone Plant, Employee Com-

164

mittee, Pampa Office, Employee Committee, Schafer Laboratory, Employee Committee, Pampa Warehouse, Employee Committee, Walton Plant and International Chemical Workers Union, AFL–CIO," the same being known as Case No. 15–CA–777 before said Board, such transcript includes the pleadings and testimony and evidence upon which the order of the Board in said proceeding was entered, and includes also the findings and order of the Board.

	Certified Record
VOLUME I	
Stenographic transcript of testimony taken before before Trial Examiner Lee J. Best on June 5 thru 8, 11 and 12, 1956	1–1009
VOLUME II	
Stenographic transcript of testimony taken on June 13 thru 15 and July 10 thru 14, 1956	1010–2005
VOLUME III—Pleadings [21]	
1. Charge filed by International Chemical Workers Union, AFL[22] (herein called the Union), on November 24, 1954, together with affidavit of service and United States Post Office return receipt thereof	1–3
165 2. First amended charge filed by the Union on March 28, 1955, together with affidavit of service and United States Post Office return receipt thereof	1–3
3. Second amended charge filed by the Union on May 13, 1955, together with affidavit of service and United States Post Office return receipt thereof	1–3
4. Third amended charge filed by the Union on July 18, 1955, together with affidavit of service and United States Post Office return receipt thereof	1–5
5. Fourth amended charge filed by the Union on September 20, 1955, together with affidavit of service and United States Post Office return receipt thereof	1–5

[21] Items 1 thru 25 were marked General Counsel's Exhibits 1–A thru 1–X–1 in the proceeding before the Board.

[22] Charging Party before the Board.

Certified Record

6. Fifth amended charge filed by the Union on April 6, 1956, together with affidavit of service and United States Post Office return receipt thereof 1–5

7. Complaint issued by the Regional Director on April 20, 1956 1–5

8. Notice of hearing issued by the Regional Director on April 20, 1956, together with affidavit of service of hearing, complaint and fifth
166 amended charge and United States Post Office return receipts thereof, also letter addressed to Employee Committee, Canal Plant, Cabot Carbon Co. which was returned unopened and to which is attached a used postal return receipt 1–10

9. Order extending time to file answer and changing place of hearing issued by the Acting Regional Director on May 8, 1956, together with affidavit of service and United States Post Office return receipts thereof 1–10

10. Envelope addressed to Employee Committee, Ville Platte plant showing that service was attempted. Notation on envelope "discontinued" 1

11. Envelope addressed to Employee Committee, Canal Plant, with notation on envelope "unclaimed" 1

12. Motion to dismiss complaint filed on behalf of Cabot Carbon Company [23] pertaining to the Canal Plant. (Denied. See Trial Examiner's Intermediate Report, page 4, line 12) 1–2

167 13. Cabot Carbon Company's motion to dismiss complaint insofar as it alleges violation of Section 8 (a) (2) of the National Labor Relations Act. (Denied. See Intermediate Report, page 95, lines 19–21) 1–2

14. Cabot Carbon Company's motion for further particulars filed. (Denied. See item 21 below) 1–2

[23] Respondent before the Board, one of the Petitioners herein.

		Certified Record
	15. Cabot Carbon Company's motion for severance filed. (Denied. See item 21 below)	1–2
	16. Motion to dismiss filed on behalf of Cabot Shops, Inc.[24] (Denied. See Intermediate Report, page 93, lines 16–18)	1
	17. Cabot Shops, Inc. answer to complaint sworn to May 11, 1956	1–2
	18. Cabot Carbon Company's answer to complaint sworn to May 11, 1956	1–5
	19. Certificate of service showing service of answers of both petitioners, motion to dismiss, motion for severance, motion for further particulars and two motions to dismiss filed by Cabot Carbon Company	1–2
168	20. General Counsel's order referring motions to Trial Examiner for ruling, dated May 15, 1956, together with affidavit of service and United States Post Office return receipts thereof	1–5
	21. Copy of Trial Examiner's order on motions dated May 18, 1956	1–2
	22. Order changing place of hearing issued by the Regional Director on May 28, 1956	1–2
	23. General Counsel's bill of particulars dated May 28, 1956	1–2
	24. Amendment to complaint issued by the Regional Director on May 28, 1956, together with affidavit of service and United States Post Office return receipts thereof	1–9
	25. Envelope bearing the registered number 233760 showing service was attempted upon the Employee Committee at the Ville Platte plant and that such service was refused	1
	26. General Counsel's motion to correct transcript, dated October 13, 1956	1
169	27. Copy of Intermediate Report and Recommended Order issued by the Trial Examiner on December 4, 1956	1–27

[24] Respondent before the Board, one of the Petitioners herein.

Certified Record

28. Copy of Order transferring case to the National Labor Relations Board, dated December 4, 1956 1–3
29. Petitioners' exceptions to the Intermediate Report and Recommended Order received January 28, 1957 1–4
30. Copy of Decision and Order issued by the National Labor Relations Board on May 17, 1957 1–5

VOLUME IV—Exhibits introduced in evidence, also rejected exhibit [25]

General Counsel's Exhibit No.

2. International Chemical Workers Union, AFL request to proceed in an election in Case No. 15–RC–1338 notwithstanding the charge of unfair labor practices filed in instant case, dated October 21, 1955.

170 3. Copy of telegram sent to Plant Committee of Cabot Carbon Co. Canal Plant. (Identified only)

4–A. Booklet entitled "You and Your Job With Cabot", Southwestern Division, which is an employee's handbook on company policy.

4–B. Booklet entitled "You and Your Job With Cabot", Southwestern Division, with the date December, 1953.

5–A. Letter dated February 20, 1953 signed by Reno Stinson, addressed to Mr. E. J. Hebert.

5–B. Copy of Bylaws of the Cabot Employee Committees with a notation in the upper left-hand corner of 1–12–53.

5–C. Copy of a document headed "Cabot Suggestion Plan", dated 6–2–48, with subheadings of Department Head, Industrial Relations Department, Plant Superintendent, Plant Committee, Suggestion Box, Employee.

5–D. Copy of document headed "Grievance Procedure for Non-Union Plants and Departments",

171 6 and

6–A. Not introduced in evidence.

7–A. A page headed "Section III, Employee Committee Information", which appears to be part of a book known as the Cabot Guide.

[25] Other than those enumerated in Volume III supra.

7–B. A photostat of a document appearing in the Guide and headed By-Laws of the Cabot Employee Committee, dated 3–21–56.

7–C. A photostat of a document appearing in the so-called Cabot Guide and purporting to be a Cabot Suggestion Plan, dated 6–1–54.

7–D. Photostat of document headed Grievance Procedure for Non-Union Plants and Departments, dated 6–1–54.

7–E. Photostat of document appearing in the Cabot Guide and headed the Seniority Policy for Regular Employees at Non-Union Plants and Departments, Employees Who Come Under The Employee Committee Plan and dated 5–2–56.

8–A. Photostat of interoffice correspondence memo
172 of The Cabot Companies, dated March 13, 1952, with the subject heading Employee's Committee Election at Canal Plant, and addressed to Mr. Reno Stinson.

8–B. Photostat of document which appears to be a similar interoffice memo of The Cabot Companies, dated January 20, 1953, subject Employee's Committee Election, addressed to Mr. Reno Stinson.

8–C. Photostat of document which appears to be another Cabot Company interoffice memo, dated January 20, 1954, subject heading, Employee's Committee Election, addressed to Mr. Reno Stinson.

8–D. Copy of a letter on Cabot Carbon Company, Canal Plant letterhead, dated January 14, 1955, and addressed to Mr. Reno Stinson, Pampa Office, and containing the typewritten name of E. C. Smith, and purporting to enclose an attachment which appears to be the official results on committee election balloting counted January 14, 1955.

9. Photostat of a set of documents which appear to be the minutes of the plant committee meetings of the
173. Canal Plant beginning with the period April 22, 1952 and ending December 16, 1955.

10. Copy of an Employee Grievance Form dated October 11, 1954.

11. A pamphlet with a green cover headed Twenty-third Management Conference, Southwestern Division, March 15 through 16, 1955, Pampa, Texas, and which purports to be an announcement of the events occurring at such conference.

12. Photostat of minutes of the employee committee at Pampa, Texas, for the years 1950 through 1956.
13. Letter dated May 24, 1954 and addressed to the Superintendents and Employee Committee Chairmen and signed by Reno Stinson.
14. Rejected.
15. Copy of document dated October 13, 1954 which is a Notice to Canal Plant Employees over the typewritten signature of H. S. Ayres and deals with the plant policy on job bidding.
16. An individual merit rating sheet form.

174 17. A page from the Guide headed "Point-Rate Formula, Canal Plant" and divided into brackets called Beginners Brackets, Regular Rate and Bonus Brackets.

18. A series of documents which appear to be individual merit rating sheets of one Edwin W. Wilgus, the first date being March 15, 1952 and the last date August 1, 1955.
19–A. A 6-page typewritten document headed "Bylaws of the Cabot Employee Committee" furnished to Mr. Wilgus by Mr. Ayres.
19–B. A 2-page set of by-laws that were stuck in the time clock rack for Mr. Wilgus.
20. Withdrawn.
21. Photostat of 19 pages of minutes of the plant or employee committee held at the Ville Platte plant on various dates from May 7, 1951 thru January 18, 1955.
21–A. Copy of an additional minute of a meeting held at the Ville Platte plant, same being dated March 3, 1955.

175 22. Copy of a job description for an operator, gas unit, for the Canal plant, and dated April 21, 1954.

23. A document headed "Memorandum", dated 9/13/55, "To Thermal Unit Foremen and Crews, from H. I. Abboud, Subject: Housekeeping".
24. A series of minutes of committee meetings held at the Research and Development plant from September 29, 1955 until May 10, 1956.
25. Minutes of meetings of the Employees' Committee at the Dixon Plant held on February 26, 1953 and June 10, 1953.
26–A. A document headed "Employee Meeting, Estes Plant" bearing the date 3–15–56 which appears to be minutes of a meeting held on that date.

26–B. Employee Committee Meeting minutes dated 3–16–56, taken at the Estes plant.

27–A. Copy of document entitled "Minutes of Employee Meeting at the Cabot Walton Plant, Kermit, Texas," dated January 12, 1956.

176 27–B. Copy of minutes of meeting held at the Walton Plant on January 14, 1956.

27–C. Copy of minutes of meeting held at the Walton Plant on March 14, 1956.

27–D. Copy of minutes of meeting held at the Walton Plant on March 15, 1956.

28–A. A typewritten grievance dated June 17, 1949, concerning the assignment of a job as plant clerk and signed by Gervis Roberie.

28–B. A typewritten copy of the same grievance as 28–A on a grievance form dated June 17, 1949 and over the signature of 4 people and with the notation "Employee Committee".

28–C. Copy of minutes of a special meeting held by the Employee Committee with management at the Ville Platte Plant on June 28, 1949.

General Counsel's Rejected
Exhibit No.

14. A document dated August 18, 1955 which is a notice to the Canal Plant Employees signed by D. C. Paulson
177 and pertains to a change in procedure for relieving shifts and the employees' reporting time.

VOLUME V—Exhibits introduced in evidence:
Respondent Cabot Carbon Co.[26]

Exhibit No.

1. A series of documents (9 pages) the first of which is dated 6/16/54, showing the merit rating of one Herman Zimmerman, the other pages showing rates of pay, job reclassification, etc.
2. A series of documents (35 pages) of shift foreman Leroy Thompson's reports bearing various dates from 10/13/54 thru 10/21/54.
3. Copy of the minutes of a foremen's meeting, Canal Plant, on 7-28-52.

[26] See footnote 3 supra.

4. A series of mimeographed documents all dated 3-9-55 being brief descriptions of job duties of various employees at the plant, particularly those headed "Harry L. Aboud" and "Herman L. Davis".

Respondent Cabot Carbon Co.

178 (CULLUM)

Exhibit No.

1. Minutes of a committee meeting at the Estes Gasoline plant, dated February 21, 1951.
2. Minutes of the meeting at the Estes Gasoline plant dated April 10, 1951.
3. Minutes of the meeting at the Estes Gasoline plant dated June 12, 1951.
4. Minutes of the meeting at the Estes Gasoline plant dated September 6, 1951.
5. Minutes of the meeting at the Estes Gasoline plant dated November 23, 1951.
6. Minutes of the meeting at the Estes Gasoline plant dated January 15, 1952.
7. Minutes of the meeting at the Estes Gasoline plant dated February 29, 1952.
8. Minutes of the meeting at the Estes Gasoline plant dated August 7, 1952.
9. Minutes of the meeting at the Estes Gasoline plant dated March 25, 1953

179 10. Minutes of the meeting at the Estes Gasoline plant dated May 7, 1953.

11. Minutes of the meeting at the Estes Gasoline plant dated January 6, 1955.
12. Minutes of the meeting at the Estes Plant dated January 28, 1955.
13. Minutes of the meeting at the Estes Plant dated April 1, 1955.

Respondent Cabot Carbon Co.
(FOLLOWELL)
Exhibit No.

1. Minutes of Employee–Management Committee meeting held on January 9, 1953.
2. Minutes of Employee–Management Committee meeting held on March 4, 1955.
3. Minutes of Plant Employee Committee meeting held on October 6, 1955.

4. Minutes of Employee–Management Committee meeting held on February 7, 1956.

180 5. Minutes of Employee-Management Committee meeting held on April 25, 1956.

Respondent Cabot Carbon Co.
(STINSON)
Exhibit No.

1. A booklet entitled "Agreement between Cabot Shops Inc., (Pampa Plant) and the Oil Workers International Union (CIO) Local No. 235", dated June 24, 1947.
2. A booklet entitled "Agreement between Cabot Carbon Co. (Canal Plant) and the International Chemical Workers Union, Local No. 483, AFL–CIO", dated April 2, 1956.
3. A booklet entitled "Agreement between Cabot Carbon Co. (Schafer A, Schafer B, and Pampa Plants) and the Oil Workers International Union (CIO) Local No. 235", dated December 15, 1954.
4. A booklet entitled "Agreement between Cabot Carbon Co. (Ville Platte Plant) and the International Chemical Workers Union (A. F. L.), Local 273" showing dates October 6, 1955 to November 11, 1956.

181 5. A document entitled "Past Bargaining Units" representing a description of the bargaining units that were included in past union contracts either at plants that have gone out of existence or at plants which have been taken over by Cabot Carbon Company which were formerly owned by companies other than Cabot Carbon Company within the Southwestern Division.

6. A sample ballot headed "This ballot was used everywhere except at furnace carbon black plants."
7. A sample ballot used at the Ville Platte Plant.
8. Sample ballot used at the Canal Plant.
9. Sample ballot headed "This ballot was used at Pampa and Dixon Plants".
10. A loose-leaf volume marked "The Guide" which is the over-all Guide applicable to all departments of the Cabot Carbon Company.

In testimony whereof, the Executive Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and af-
182 fixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 16th day of July, 1957.

(S) OGDEN W. FIELDS,
Acting Executive Secretary,
National Labor Relations Board.

183 MINUTE ENTRY OF ARGUMENT AND SUBMISSION, JANUARY 20, 1958 [Omitted in printing]

184 In the United States Court of Appeals for the Fifth Circuit.

No. 16734

CABOT CARBON COMPANY AND CABOT SHOPS, INC., PETITIONERS

versus

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

PETITION FOR REVIEW OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD, SITTING AT WASHINGTON, D. C.

Before JONES, BROWN, and WISDOM, Circuit Judges

Opinion

June 9, 1958

WISDOM, Circuit Judge: This case is before the Court on the petition of Cabot Carbon Company and Cabot Shops, Inc.[27] for review of an order of the National Labor Relations Board.

185 The question presented is whether employee-management committees formed for discussion of matters of mutual interest rather than for bargaining purposes are labor

[27] Cabot Carbon Company and Cabot Shops, Inc., are separate corporations, but each is a subsidiary of the same parent, Godfrey L. Cabot, Inc. This case concerns only the so-called "Southwestern Division" of these companies. In this division, Cabot Carbon Company operates numerous carbon black plants and gasoline plants, and produces oil and gas. Cabot Shops manufactures oil well equipment and other products at two plants.

organizations within the meaning of the National Labor Relations Act (the Wagner Act), as amended. 61 Stat. 136, 29 U. S. C. A. Sec. 151, et seq. If these committees are labor organizations, there is no doubt that Cabot interfered with them in violation of Sections 8 (a) (2) and (1) of the Act.

Stated a little differently, the basic question is whether Congress intended to make it a violation of the law for employees to talk with their employer about production, working conditions, grievances and other matters of mutual interest, except as representatives of a labor organization. Cabot pitches its case on the legislative history of the Labor Management Relations Act of 1947 (the Taft-Hartley Act), amending the Wagner Act. Reliance on legislative history to support the validity of the employee committees is new in this type of case.

I

The Court must examine the why of these particular committees at Cabot plants, how they were formed and operate, the subjects they discuss with management—if we are to determine whether the Act permits such groups of employees to exist, and even co-exist alongside of certified labor unions.

Employee committees are not new. During World
186 War II, the War Production Board encourage war industries to institute "Employee-Management Committees" to promote increased production in critical industries.[28] In 1943 a representative of the War Production Board met with Reno Stinson, Cabot's Director of Industrial Relations, to discuss organizing employee-management committees and to supply literature on such committees. Stinson notified Cabot's plant managers to send elected employee representatives to a meeting, for the purpose of drafting a set of by-laws for submission to the employees. By-laws were drafted using the War Production Board material as a guide. These were ap-

[28] It is established that the purpose of the employee-management committees suggested by the War Production Board "was to consider and improve all aspects of the production process which would tend to increase the quantity and quality of the products manufactured". According to the War Production Board instructions, the Committee was not to interfere with any bargaining machinery or undertake its functions. N. L. R. B. v. Kropp Forge Co., 178 F. 2d 822, 825 (C. A. 7), certiorari denied, 340 U. S. 810. See also Labor Management News, Vol. I, No. 4, dated August 16, 1943, the official weekly publication of War Production Drive, War Production Board, Washington, D. C.

proved by a vote of the employees. The War Production Board was furnished a copy and approved the form of the by-laws. Later, the by-laws were published in the Cabot Guide, a company policy manual. Except for minor revisions these by-laws are still in effect and are recognized as part of the company policy.

The by-laws state the purposes of the committees, as follows:

"1. To bring about a better understanding between employees in every branch and service of our Company to the end that each will have a better insight to the other's problems.

187. "2. To provide a definite procedure for considering employees' ideas. As an example the following problems are of mutual interest to employees and management:

"a. Safety.

"b. Increased efficiency in production.

"c. Conservation of supplies, materials, and equipment.

"d. Encouragement of ingenuity and initiative.

"e. Grievances (*nonunion plants* or departments)."

The "rights and duties of committees" are also set forth:

"It is understood that the Employee Committees do not in any way detract from the authority and responsibility of the supervisory force but should serve to assist plant management in general in solving problems of mutual interest. It shall be the Committee's responsibility to:

"1. Meet with plant management at regular monthly meetings called by management and to attend any special meetings called by management.

"2. Work with management on those problems of mutual interest as set out under 'Purposes'.

"3. Make recommendations on the Suggestions from the employees in accordance with the Suggestion Plan.

188 "4. Call meetings of the employees if in their judgment this is necessary, and the Committee may invite management to attend if they think advisable, but all such meetings will be optional as far as management is concerned and will be on the employees' time.

"5. Handle grievances at nonunion plants and departments according to grievance procedure set up for these plants and departments. It shall be the duty of the Committee to call to the attention of management any troublemakers or acts of

disturbance which would tend to lower morale; and it shall be the duty of the Committee to insist that gripes, grumbling, trouble-making among the employees either stop or be taken up under the regular grievance procedure at the plant."

The by-laws do not provide for any formal organization. There are no membership requirements, no dues, no officers, no funds. Employees at each plant elect a committee annually. The outgoing committee conducts the election. Monthly meetings are held with representatives of plant management. These meetings are called on company time and premises. The management assists in holding elections, calling meetings, preparing and posting minutes of the meetings, and defraying all expenses necessary to the operation of the committees.

Once a year, a meeting is held of the "Central Committee." This is composed of all the employee committeemen.
189 There is no provision in the by-laws for a "Central Committee." Cabot contends that this is simply an annual, general meeting of the management to which employee committeemen are invited as guests. There is a morning session of speeches (some by outside speakers) and announcements (sometimes on proposed wage or benefit increases). There is no audience participation. In the afternoon the various plant managers and their assistants meet with top company management; the employee committeemen meet with Stinson. There is no negotiation or bargaining at these meetings. The Trial Examiner and the Board regard the Central Committee as a top-level or division-wide Employee Committee. They do not recognize the distinction petitioners draw between a morning management meeting and an afternoon session of the employee committeemen with Stinson.

Cabot argues that it has never recognized any of the committees as having the right to represent its employees for purposes of collective bargaining. It has never negotiated with any Employee Committee any agreement concerning wages, hours, or working conditions. As a matter of fact only Reno Stinson has authority to negotiate any such agreement; management representatives at committee meetings, at most, can only listen — so far as bargaining is concerned. Of course, Cabot says, the company cannot gag its employees, and would not want to gag the committees. But committeemen themselves know that they cannot engage in any collective bargaining. The committees handle grievances only at the nonunion plants.

190 Over a period of years co-existence of Employee Committees and unions at Cabot plants has presented no serious problem. Cabot contends that prior to this proceeding, no union had ever objected to the committees; the unions handle all the bargaining functions. The Board admits in its brief that: "Employee Committees * * * have co-existed * * * though not always without friction. The Committee functions under such co-existence, however, generally have been limited to the handling of grievances for employees outside the bargaining unit and matters divorced from collective bargaining, such as plant efficiency and production problems.* * * In the event of conflict, the Employee Committees have customarily yielded to the artificial bargaining representative." Some committeemen are also members of the bargaining unit and the certified union. The Examiner found: "The Committees have never attempted to negotiate a contract with Respondents, and all benefits, privileges, or concessions to employees resulting from such conferences depend entirely upon company policy or magnanimity. Thereby all aspects of collective bargaining are either frustrated or entirely absent."

Employee Committees have discussed, complained about, or made recommendations concerning: seniority, transfer of employees, job classifications, job bidding, improvement of working facilities, overtime records and time cards, the merit system, layoff and makeup time, working schedules, vacation and sick leave, holidays, and allocation of company houses. The Trial Examiner, summarizing his findings, concluded
191 that Cabot's dealings "avoid the usual concept of collective bargaining, but provide a forum for discussion of mutual problems, exchange of information, presentation and consideration of employee suggestions and recommendations, including the adjustment of grievances and the improvement of working conditions". This, says Cabot, does not make the committees labor organizations; such discussions between management and employees are contemplated in the 1947 Act.

The Board concluded that the Employee Committees and the Central Committee were labor organizations within the meaning of Sections 8 (a) (2) and 2 (5) of the Act. The Board found that the committees constitute "an integrated employee representation system established as company policy

throughout the Southwestern Division". The Board found—and there is not much doubt about it, *if the committees are labor organizations*—that Cabot interfered with the administration of the committees, and assisted and supported the committees unlawfully. The Board ordered Cabot to "cease and desist from assisting, dominating, contributing financial support to, or interfering with the election and administration of the Employee Committees and the Central Committee * * * [or] otherwise interfering with the representation of their employees by or through any labor organization of their own choosing". Affirmatively, the Board's order requires Cabot "to withhold all recognition from and completely disestablish the Employee Committees and the Central Committee * * * as the representative of any of its employees for the purpose of dealing with Respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment or conditions of work".

192

II

The goal of the National Labor Relations Act is to protect commerce and promote industrial peace by establishing and preserving for employees a right of collective bargaining with management through a representative of their own choosing. The realization of this goal, and the right of employees to bargain collectively through an individual or labor organization chosen by them is protected, in part, by Section 8 (a) (2). This section provides that it shall be an unfair labor practice for an employer "to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: Provided, that * * * an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay." 29 U. S. C. A. 158 (2) (2).

Section 2 (5), carried over without change from the original Act, defines "labor organization" as "any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, *of dealing* with employers concerning *grievances*, labor disputes, wages, rates of pay, hours of employment or conditions of work". This is broad lan-

guage, and the legislative history of the original act
193 shows that Congress defined the term "very broadly" to reach "all organizations of employees that deal with employers".[29]

Though the language is broad, it does not necessarily include employee committees that "avoid the usual concept of collective bargaining" and have no bargaining powers, but "provide a forum for the discussion of mutual problems". The term "dealing with" includes "discussing with". But the terms cannot be equated. In ordinary language a deal or act of dealing is "the act of buying and selling; a bargain, a reciprocal arrangement".[30] And it seems fundamental to the sense of the situation that a group of employees is not a labor organization unless it exists for the purpose of negotiating or bargaining with employers. Of course, if an employee committee in fact negotiates or bargains, whatever its name or by-laws, it is a labor organization. That is not this case.

Section 2 (5) is ambiguous in another important respect. Sections 2 (5) and 8 (a) (2) together prohibit an employee committee "dealing with employers concerning *grievances* * * *." But Section 9 (a) expressly provides that "* * * any individual or group of employees shall have the right at any time to present grievances to their employers".
194 This is a proviso to the requirement in Section 9 (a) that: "Representatives designated or selected for the purposes of collective bargaining by the majority * * * shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment".

The Act of 1947 added a proviso to the proviso. Section 9 (a) now grants employers or groups the right to present their grievances to their employer "and to have such grievances adjusted without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with a collective bargaining contract or agreement then in effect:

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[29] Senate Report 573 on S. 1958, 74 Cong., 1st Sess. p. 7. See also Memorandum of March 11, 1935, prepared for the Senate Committee on Education and Labor, comparing S. 1958. (74th Cong., 1st Sess.) with S. 2926 (73d Cong., 2d Sess.), p. 22; reprinted in Legislative History of the National Labor Relations Act, 1935, Government Printing Office, 1949, p. 1347.

[30] Webster's New International Dictionary (1958), "Deal * * * Act of dealing".

Provided further, That the bargaining representative has been given opportunity to be present at such adjustment".[31] In a thoughtful study of the Act, the author stated: "The amended proviso is as ambiguous as the original * * * The new proviso to Section 9 (a) encourages, if it does not require,

employees to set up grievance procedures from which
195 the collective bargaining representative would be excluded." Cox, Some Aspects of the Labor Management Relations Act, 61 Harv. L. Rev. 1, 301, 313 (1948).

The statute, therefore, is subject to the construction that Section 2 (5) defining "labor organization" does not apply to an employee committee that does not deal with (that is, bargain with) employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of work. And, Sections 2 (5), 8 (a) (2), and 9 (a), together, allow groups of employees to present to the employer grievances for adjustment, without the intervention of the bargaining representative, as long as there is no conflict with a collective bargaining contract. The Board's position is that under the broad statutory definition, employees participate in Employee Committees which are labor organizations because they deal with management concerning "grievances, labor disputes, wages, rates of pay, hours of employment or conditions of work." Since the statute is ambiguous, we may bring in the legislative history without dragging it in by the tail.

The quest for congressional intent all too often leads to a will-o-the-wisp trail where no foot can tread. The footing is better, somewhat better, in this case. The Conference Report is entitled to unusual respect. The conferees rejected the Hartley bill (H. R. 3120) that passed the House. They re-

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[31] "Sec. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment: Provided, That any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect: Provided further, That the bargaining representative has been given opportunity to be present at such adjustment."

jected the Taft bill (A. 1126) that passed the Senate as a complete substitute for the Hartley bill. The conferees
196 wrote their own bill.[32] And this became the Labor-Management Act of 1947.[33]

The Hartley bill that passed the House provided expressly for recognition of the type of employee committee found at the Cabot plants.[34] Section 8 (d) (3) of the bill provides:

"(d) Notwithstanding any other provision of this section, the following shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act:

* * * * *

"(2) Permitting employees to confer with the employer during working hours without loss of time or pay.

"(3) Forming or maintaining by an employer of a committee of employees and discussing with it matters of mu-
197 tual interest including grievances, wages, hours of employment, and other working conditions, if the Board has not certified or the employer has not recognized a representative as their representative under Section 9. * * *"

In explaining the reason for this proposed amendment, House Report 245 states:

"Section 8 (d) (3)—During World War II, many employers, with the help of the Government, set up labor-management committees with which they discussed matters of mutual interest. This exception to Section 9 (a) (2) permits

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[32] See Report No. 510 on H. R. 3020, 80th Cong., 1st Sess., 1947.

[33] Representative Hoffman made a point of order in the House that the members were not considering the Hartley bill "which was adopted by the House by a vote of 308 to 107 but they [were] considering an entirely new bill that was written in conference by seven men". Representative Michener's reply gives a succinct statement of the history of the bill. "Mr. Speaker, in the case before us the House passed the Hartley bill, H. R. 3020. The Senate amended the Hartley bill by striking out everything after the enacting clause and inserting a new bill which was in fact a substitute for the House bill. The House bill was generally referred to as the Hartley bill and the Senate substitute as the Taft bill. The Senate sent the amended Hartley bill back to the House and requested the concurrence of the House in the Senate amendment. The House refused to agree to the Senate amendment, and the Hartley bill, as amended by the Senate, went to conference. The conferees accepted neither the House bill nor the Senate substitute, but in fact wrote a new bill which is embodied in the conference report against which the gentleman from Michigan [Mr. Hoffman] has made a point of order. 93 Cong. Sec. 6539 (June 4, 1947).

[34] H. R. 3020, 80th Congress, 1st Sess., April 18, 1947, Sec. 8 (d) (3); H. Rep. No. 245, 80th Cong., 1st Sess., p. 33.

employers whose employees have not designated a bargaining representative to set up similar committees and to discuss with them wages, hours, working conditions and other subjects of collective bargaining as well as other matters of mutual interest; but an employer may discuss subjects of collective bargaining only if the employees do not have a certified representative or one that the employer currently recognizes as the exclusive representative of the employees. This clause does not permit 'company unions'. The employer and the committee may discuss and reach decisions, but neither side may require the other to make an agreement, or to follow the procedure of collective bargaining set forth in Section 2 (11). The employees generally may elect members of the committee, but Section 9 (a) (1) forbid the employer to create a formal organization having members among employees generally or other common characteristics of a labor union."

198 The Senate amended the Hartley bill (H. R. 3020) by substituting the Taft bill (S. 1126). The bill did not contain Section 8 (d) (3) or a Senate equivalent. The Taft bill did add the proviso to Section 9 (a) of the original Wagner Act allowing an employee or group of employees to present grievances for adjustment, which in context, applies to rates of pay, wages, hours of employment, or other conditions of employment. In discussing the reason for Section 9 (a), Senate Report 105 on S. 1126 states:

"Section 9 (a): The revisions of section 9 relating to representation cases make a number of important changes is existing law. An amendment contained in the revised proviso for section 9 (a) clarifies the right of individual employees or groups of employees to present grievances. The Board has not given full effect to this right as defined in the present statute since it has adopted a doctrine that if there is a bargaining representative he must be consulted at every stage of the grievance procedure, even though the individual employee might prefer to exercise his right to confer with his employer alone. The current Board practice received some support from the courts in the Hughes Tool case (147 F. (2d) 756), a decision which seems inconsistent with another circuit court's reversal of the Board in NLRB v. North American Aviation Company (136 F. (2) 898). The revised language would make it clear that the employee's right to present grievances exists independently

of the rights of the bargaining representative, if the bargaining representative has been given an opportunity to be present at the adjustment, unless the adjustment is contrary to the terms of the collective-bargaining agreement then in effect."

The Senate sponsors, therefore, thought that Section 9 (a) was sufficient in itself to allow groups of employees to present grievances to their employer. The section was intended also as a rebuke to the Board for not giving full effect to the employees' right to present grievances independently of the rights of the bargaining representative.

When the Conference Committee settled down to writing its own bill, the conferees adopted the Senate approach. The House Conference Report No. 510 on H. R. 3020 explains that Section 8 (d) (3) was not rejected on principle; it was considered as implicit in the terms of the act:

"Section 8 (d) (3) of the Amended Labor Act in the House Bill provided that nothing in the Act was to be construed as prohibiting an employer from forming or maintaining a committee of employees and discussing with it matters of mutual interest, if the employees did not have a bargaining representative. This provision is omitted from the conference agreement since the act by its terms permits individual employees and groups of employees to meet with the employer and Section 9 (a) of the conference agreement permits employers to answer their grievances." Then, in discussing Section 9 (a) the Report continues:

"* * * The existing law further provides that an individual employee or group of employees will have the right at any time to present grievances to their employer. But, as pointed out in the committee report on the bill in the House, this provision has not been construed by the Board as authorizing the employer to settle grievances thus presented.

Both the House bill and the Senate amendment amended section 9 (a) of the existing law to specifically authorize employers to settle grievances presented by individual employees or groups of employees, so long as the settlement is not inconsistent with any collective bargaining contract in effect. * * *"

We cannot come to any other conclusion than that the Senate and House conferees intended to recognize the right of groups of employees to discuss with their employer matter of mutual interest, including grievances, wages, hours of em-

ployment, and working conditions. Congress saw this right as existing independently of the right of bargaining representatives to speak for their labor organization. Further, Congress intended—contrary to the practice of the Board—that employees would have the right to have their grievances settled without the intervention of a bargaining representative, provided that there was no conflict with a collective bargaining contract. The conferees explained what they were doing and Congress approved it.

The Board meets the issue obliquely: (1) the statement in the House Conference Report could scarcely
201 have intended to assert that the Section 9 (a) proviso affects the definition of labor organization in Section 2 (5); (2) even if it be assumed that the "group of employees" in Section 9 (a) may be interpreted to include a labor organization, an employer cannot dominate or interfere with the formation or administration of such labor organization. As we read the Act and its history, the Board misses the very point Congress wanted to make: That an individual employee or group of employees has the right to meet with the employer not as a labor organization for collective bargaining but as an individual or as a group of employees to discuss hours, wages, working conditions and other matters of mutual interest and even to present grievances for adjustment.

It is not necessary to spin gossamer distinctions in order to show that one of the purposes of the Taft-Hartley Act was to allow more freedom of action to individual employees and to nonunion employee groups than the Wagner Act allowed. Between the two enactments World War II intervened. The War Production Board, a federal agency, initiated and developed employee committees. That Congress had actual knowledge of such committees is shown by House Report 245 in which Section 8 (d) (3) of the Hartley bill was explained in terms of employee-management committees developed by the War Production Board. The treatment of Section 9 (a) in the House Conference Report No. 510 shows that the Conference Committee considered the precise question now before us. Our construction of the Act therefore is consistent with the knowledge of Congress and the thinking that brought the Labor-Management Act of 1947 into being.

202 III

In almost every case where the question has been raised the court has held that an employee committee or council or association is a labor organization.[35] None of these decisions goes into the aspects of legislative history scrutinized here. Some of the more important cases were decided prior to adoption of the Act of 1947. In several opinions, courts have recognized the conflict between Sections 2 (5) and 9 (a), and distinguished between "grievance" as used in Section 2 (5) and "grievance" as used in 9 (a).[36]

203 We rest our holding squarely on the meaning of the Act, as evidenced in its legislative history. The Act permits, and Congress intended that it should permit, the existence of employee-management committees which provide a forum for discussion of matters of mutual interest, but which are not formal organizations, do not follow collective bargaining procedures (formally or informally), have no powers to bargain collectively, and take no action inconsistent with the terms of an existing collective bargaining agreement.

Taking a second look at the by-laws and also the Trial Examiner's Report, adopted by the Board, we find—in the

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[35] NLRB v. Jas. H. Matthews, 3 Cir., 1946, 1956 F. 2d 706; Wyman-Gordon Co. v. NLRB, 7 Cir., 1946, 153 F. 2d 480; NLRB v. American Furnace Co., 7 Cir., 1946, 158 F. 2d 376. These cases were decided prior to the Labor-Management Act of 1947. Later cases are to the same effect: NLRB v. Standard Coil Products, 1 Cir., 1955, 224 F. 2d 465, 468, cert. den. 350 U. S. 902, 76 S. Ct. 180, 100 L. Ed. 792; NLRB v. Stow Mfg. Co., 2 Cir., 1954, 217 F. 2d 900, cert. den. 348 U. S. 964, 99 L. Ed. 751, 75 S. Ct. 524; NLRB v. Sharples Chemicals, Inc., 6 Cir., 1954, 209 F. 2d 645, 652; Indiana Metal Products Corp. v. NLRB., 7 Cir., 1953, 202 F. 2d 613, 621; NLRB v. General Shoe Corp., 6 Cir., 1951, 192 F. 2d 504, 507.

[36] NLRB v. Associated Machines, Inc., 6 Cir., 1955, 219 F. 2d 433 held that grievances as used in Section 2 (5) refers to "major disputes in the labor field, to collective rather than individual or group complaints, and to chart[ing] the future of the employer-employee relating rather than to correct[ing] the past or existing status. The Court cited with approval Hughes Tool Co. v. NLRB, 5 Cir., 1945, 147 F. 2d 69, 73 in which Judge Sibley, for this Court, stated: "Attention to grievances is therefore mentioned in Section 2 (5) as part of the business of the representative, but Section 9 (a) does not give him the *exclusive* right to handle them unless they really involve a bargaining for the unit, or an interpretation of the bargaining. On the contrary, it expressly gives each employee or group of employees the right to present their own grievances to the employer. The purpose is to preserve in each employee as a right this direct approach to the employer to secure full consideration of his case."

language of the Examiner: "The Committees have never attempted to negotiate a contract * * * [A]ll aspects of collective bargaining are either frustrated or absent. * * * [The committees] avoid the usual concept of collective bargaining, but provide a forum for discussion of mutual problems, exchange of information, presentation and consideration of employee suggestions and recommendations, including the adjustment of grievances [at nonunion plants] and the improvement of working conditions". On these facts we find that the Employee Committees and the Central Committee at Cabot's plants were not "labor organizations".

IV

The integrity of collective bargaining depends upon the integrity of labor representatives as the agents of labor, free of interference and pressure from management. The whole theory of collective bargaining, to which this country is committed, rests on honest arms-length negotiations between management and labor. There is no place for a company union under the name of "Employee Committee" or under any other name. Congress has seemed to say however that there is a place for a bona fide, undominated, employee-management committee that is something less than a labor organization and something more than a committee to arrange soft-ball games. Congress intended that employees, individually or in groups, and independently of labor's undiminished right to bargain collectively, should be able to discuss problems of mutual interest with their employers—without violating the law.

204

The order of the Board is set aside and enforcement denied.

205 In United States Court of Appeals

No. 16734

CABOT CARBON COMPANY AND CABOT SHOPS, INC.

versus

NATIONAL LABOR RELATIONS BOARD

Judgment

June 9, 1958

This cause came on to be heard on the petition of Cabot Carbon Company and Cabot Shops, Inc., for review of an Order of the National Labor Relations Board, made on May 17, 1957 in Case No. 15–CA–777, and on the request of the Board for Enforcement of said Order, and was argued by counsel;

On Consideration Whereof, It is now here ordered, adjudged and decreed by this Court that said Order of the Board in this cause be and the same is hereby, set aside and enforcement denied.

206 In United States Court of Appeals for the Fifth Circuit

No. 16734

CABOT CARBON COMPANY AND CABOT SHOPS, INC., PETITIONERS.

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT.

[File endorsement omitted]

Decree

Before JONES, BROWN and WISDOM, Circuit Judges

Filed August 4, 1958

This cause came on to be heard upon the petition of Cabot Carbon Company and Cabot Shops, Inc., for review of an order of the National Labor Relations Board, dated May 17, 1957. The Court heard argument of respective counsel on January 20, 1958, and has considered the briefs and the transcript of

record filed in this cause. On June 9, 1958, the Court, being fully advised in the premises, handed down its decision setting aside the order of the Board and denying enforcement of said order. In conformity therewith, it is hereby

Ordered, adjudged and decreed that the order of the National Labor Relations Board directed against the Petitioners Cabot Carbon Company and Cabot Shops, Inc., their officers, agents, successors and assigns, be and it hereby is set aside and enforcement denied.

Entered:

JOHN MINOR WISDOM.

207 [Clerk's certificate to foregoing transcript omitted in printing.]

208 Supreme Court of the United States

No. 329. October Term, 1958

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

CABOT CARBON COMPANY AND CABOT SHOPS, INC.

Order allowing certiorari

October 20, 1958

The petition herein for a writ of certiorari to the United States Court of Appeals for the Fifth Circuit is granted, and the case is transferred to the summary calendar.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

NATIONAL LABOR RELATIONS BOARD
NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 Lowich Building
2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA
OFFICIAL BUSINESS

REGISTERED

RETURNED TO WRITER

REASON CHECKED
Unclaimed ___ Refused ___
Unknown ___
For better address ___
Moved, Left no address ___
No such office in state ___

16734

~~Employees Committee, Canal Plant~~
~~Cabot Carbon Company~~
~~Franklin, Louisiana~~

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300.
(PMSC)

NATIONAL LABOR RELATIONS BOARD
Case No. 15-CA-777
OFFICIAL DOCUMENT NO. 2C-1-J-1
MTR
Disposition
Rejected
In the matter of Cabot Carbon Co.
Date 6/5/56 Witness ___ Reporter
No. Pages 2

REGISTERED MAIL No. 233624
RETURN RECEIPT REQUESTED

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300
(GPO)

POSTMARK OF DELIVERING OFFICE

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
Return to 820 Lowich Building
(NAME OF SENDER)
Street and Number, or Post Office Box 2026 St. Charles Avenue
NEW ORLEANS 13, LOUISIANA
REGISTERED ARTICLE
No. 233624
INSURED PARCEL
No. ___

NEW ORLEANS,
LOUISIANA.

FRANKLIN LA. 21 1956

NEW ORLEANS, LA. APR 20 1956 DRYADES ST

NEW ORLEANS LA. MAY 2 1956

MAY 1956

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 LOWICH BUILDING
2026 ST. CHARLES AVENUE
NEW ORLEANS 13, LOUISIANA

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

NEW ORLEANS, LA. MY 8, 7 PM 1956

Employee Committee, Ville Platte Plant
Cabot Carbon Company
Ville Platte, Louisiana

REASON CHECKED
Unclaimed ... Returned
Unknown ... Are continued
For better address
Moved. Left no address
No such office in region

Returned TO Writer

CERTIFIED MAIL
NO. 96263
RETURN RECEIPT REQUESTED

14

Cabot 15-CA-777 Order 5/8/56 mr

DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee. (Does not apply to [illegible] mail.)
☐ Show address where delivered.

Received from the Postmaster the Registered, Certified, or Insured Article, the number of which appears on the face of this return receipt.

1. [redacted]
(Signature or name of addressee)

2. [redacted]
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of Delivery _____, 19____

VILLE PLATTE MAY 11 12 M 1956 LA.

RECEIVED MAY 14 1956

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 LOWICH BUILDING
2026 ST. CHARLES AVENUE
NEW ORLEANS 13, LOUISIANA

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE
PAYMENT OF POSTAGE,

NEW ORLEANS, LA. MY 8 7 PM 1956

10 CENTS 10

RECEIVED MAY 24 1956 National Labor Relations Board 1010 Regional Office New Orleans 13, La.

RETURNED TO WRITER

REASON CHECKED
Unclaimed ... Refused
Unknown
For better address
Moved, Left no address
No such office in state

~~Employee Committee, Canal Plant~~
~~Cabot Carbon Company~~
~~Franklin, Louisiana~~

CERTIFIED MAIL
NO. 96257
RETURN RECEIPT REQUESTED

FRANKLIN MAY 23 10 AM 1956 LA.

14

1-K-2

FRANKLIN MAY 8 1956 LA.

Cabot 15-CA-777 Order 5/8/56

DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee. (Does not apply to Certified mail.)
☐ Show address where delivered.

Received from the Postmaster the Registered, Certified, or Insured Article, the number of which appears on the face of this return receipt.

1. _____
(Signature or name of addressee)

2. _____
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of Delivery _____, 19____

_____

6734

NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION
820 LOWICH BUILDING
2026 ST. CHARLES AVENUE
NEW ORLEANS 13, LOUISIANA

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

REGISTERED
RETURN RECEIPT REQUESTED

Employee Committee, Villa Platte Plant
Cabot Carbon Company
Villa Platte, Louisiana

14

NATIONAL LABOR RELATIONS BOARD

Case No. 15 CA 777

GC-1-X-1

Disposition

In the matter of Cabot Carbon Co.

Date 6/5/56 Witness _____ Reporter _____

No. Pages

16734

VOLUME II

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 19[illegible]

No. [illegible]

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

CABOT CARBON COMPANY AND CABOT SHOPS, INC.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

PETITION FOR CERTIORARI FILED [illegible]

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JOINT APPENDIX

UNITED STATES
COURT OF APPEALS
FIFTH CIRCUIT

No. 16,734

CABOT CARBON COMPANY AND
CABOT SHOPS, INC.,
Petitioners,

versus

NATIONAL LABOR RELATIONS BOARD,
Respondent.

ON PETITION TO REVIEW AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

GENERAL COUNSEL'S EXHIBIT No. 2

REQUEST TO PROCEED

Received: October 24, 1955

The undersigned hereby requests the Regional Director to proceed with the above-captioned representation case, notwithstanding the charges of unfair labor practices filed in Case No. 15-CA-777.

The undersigned waives any right or privilege to urge as a basis for objections to any election, or to the results thereof, which may hereinafter be held in the said representation case, any interference or any of the acts alleged as unfair labor practices in the said complaint case which may have occurred prior to the issuance of a Decision and Direction of Election, or to the execution of an Agreement for Consent Election or a Stipulation for Certification Upon Consent Election, as the case may be, in the said representation case.

INTERNATIONAL CHEMICAL WORKERS UNION, AFL
(Organization)
By PRESTON DELCAMBRE
(Name)
Vice President
(Title)

October 21, 1955
(Date)

GENERAL COUNSEL'S EXHIBIT No. 3

RC INTERNATIONAL COMPLIANCE
15-103
(Rev. 11/1/55)

TELETYPE ( ) TELEGRAM (XX)
(Charge — N.L.R.B.)

Date 11/14/55 Time 2:50 p.m.
Phones to _____ by _____

STRAIGHT (XX)
DAY LETTER ( )
NIGHT LETTER ( )

PLANT COMMITTEE OF
CABOT CARBON COMPANY, CANAL PLANT
C/O CABOT CARBON COMPANY, CANAL PLANT
FRANKLIN, LOUISIANA

RE CABOT CARBON 15RC-1338
PETITION FILED BY INTERNATIONAL CHEMICAL WORKERS UNION, AFL

FOR UNIT OF ALL PRODUCTION AND MAINTENANCE EMPLOYEES, INCLUDING LABORATORY TECHNICIANS, FIREMAN AND TRUCK DRIVERS WITH USUAL EXCLUSIONS.

UNLESS YOU CLAIM INTEREST AND SUBMIT EVIDENCE WITHIN 48 HOURS, WILL ASSUME YOU

HAVE NO INTEREST. IF LOCAL INVOLVED GIVE FULL NAME.

JOHN F. LEBUS,
REGIONAL DIRECTOR
NLRB, 15TH REGION
820 LOWICH BUILDING
2026 ST. CHARLES AVENUE
NEW ORLEANS, LOUISIANA

GENERAL COUNSEL'S EXHIBIT No. 4-A

YOU AND YOUR JOB WITH CABOT

Southwestern Division

February 1950

EMPLOYEE COMMITTEE

At each plant, department, and in the Pampa Office, there is an Employee Committee whose purpose is to bring about a better understanding between all employees to the end that each will have a better insight into the others' problems. Employee Committees handle employee grievances at non-union plants and departments and make recommendations on suggestions from employees in accordance with the Suggestion Plan. Committeemen are elected once a year, by the employees, and they meet with plant management at regular monthly meetings or any special meeting that might be called.

The duties of the Employee Committees and the rules under which they function were made by the committeemen and a representative of management. Members of the committee are paid at straight time rate for actual time of meetings, but not in excess of four hours at one meeting.

GRIEVANCE PROCEDURE:

HANDLED DIRECT — In case anything occurs in connection with your work with which you are dissatisfied, you should discuss the matter promptly and fully with your immediate supervisor.

If your supervisor is unable to satisfy you, then your grievance should be put in writing and handed to your supervisor for his written statement. The matter will then be presented to your assistant plant superintendent or plant superintendent, or both, for their consideration. This should be done within ten days after the grievance arises.

If after this, your problem has not been settled to your satisfaction, you may take your grievance to your district superintendent and so on to your department head and General Manager.

HANDLED THROUGH EMPLOYEE COMMITTEE — If you request it, your Employee Committee may handle your grievance. It will then be their duty to consult the foreman, supervisor, etc. If after due consideration the Committee feels that your grievance has not been settled in fairness to both you and the Company, the Committee may then file a formal grievance on forms provided for the

purpose. This must be presented within 15 days after the grievance arises.

Copies of the formal grievance will be forwarded to the district superintendent, department head, and Industrial Relations Department and within five days the district superintendent or department head will meet with the Committee and plant management to discuss the problem or give their decision in writing.

Should the Employee Committee still feel that the grievance has not been settled in fairness to you and the Company, then they may appeal to the General Manager directly or through the Industrial Relations Department. Within five days your General Manager or his representative will either meet with the Committee and your plant management or give his decision in writing.

It is understood that if at any time during the foregoing procedure, your Employee Committee and your management agree that your case has been settled in fairness to both you and the Company, then the matter will be dropped.

GENERAL COUNSEL'S EXHIBIT No. 4-B

YOU AND YOUR JOB WITH CABOT

Southwestern Division

December 1953

EMPLOYEE COMMITTEE

At each plant, department, and in the Pampa Office, there is an Employee Committee. Employee Committees handle employee grievances at nonunion plants and departments and make recommendations on suggestions from employees in accordance with the Suggestion Plan. Committeemen are elected once a year, by the employees, and they meet with plant management at regular monthly meetings or any special meeting that might be called.

The duties of the Employee Committee and the rules under which they function were made by the committeemen and a representative of management. Members of the committee are paid at straight-time rate for actual time of meetings, but not in excess of four hours at one meeting.

GRIEVANCE PROCEDURE

HANDLED DIRECT — In case anything occurs in connection with your work with which you are dissatisfied, you should discuss the matter promptly and fully with your immediate supervisor.

If your supervisor is unable to satisfy you, then your grievance should be put in writing and handed to your supervisor for his written statement. The matter will then be presented to your Assistant Plant Superintendent or Plant Superintendent, or both, for their consideration. This should be done within ten days after the grievance arises.

If after this your problem has not been settled to your satisfaction, you may take your grievance to your District Superintendent and so on to your Department Head and General Manager.

HANDLED THROUGH EMPLOYEE COMMITTEE — If you request it, your Employee Committee may handle your grievance. It will then be their duty to consult the foreman, supervisor, etc. If after due consideration the Committee feels that your grievance has not been settled in fairness to both you and the Company, the Committee may then file a formal grievance on forms provided for the purpose. This must be presented within 15 days after the grievance arises.

Copies of the formal grievance will be forwarded to the district superintendent, department head, and Industrial Relations Department, and within five days the district superintendent or department head will meet with the Committee and plant management to discuss the problem or give their decision in writing.

Should the Employee Committee still feel that the grievance has not been settled in fairness to you and the Company, then they may appeal to the General Manager directly or through the Industrial Relations Department. Within

five days your General Manager or his representative will either meet with the Committee and your plant management or give his decision in writing.

It is understood that if at any time during the foregoing procedure, your Employee Committee and your management agree that your case has been settled in fairness to both you and the Company, then the matter will be dropped.

GENERAL COUNSEL'S EXHIBIT No. 5-A

CABOT CARBON COMPANY
Inter-Office Correspondence
Box 1101
Pampa, Texas

February 20, 1953

Mr. E. J. Hebert
Canal Plant

Dear Hebert:

Congratulations on being elected Employee Committeeman! I enclose a copy of our Employee Committee By-laws.

Yours very truly,

RENO STINSON
EP
Reno Stinson

(ep)
Enc.

GENERAL COUNSEL'S EXHIBIT No. 5-B

1-12-53

BYLAWS OF THE CABOT EMPLOYEE COMMITTEES

Sec. XIV

Purposes

1. To bring about a better understanding between employees in every branch and service of our Company to the end that each will have a better insight to the other's problems.

2. To provide a definite procedure for considering employees' ideas. As an example, the following problems are of mutual interest to employees and management:

a. Safety

b. Transportation — housing

c. Labor turnover and absenteeism

d. Increased efficiency in production

e. Conservation of supplies, materials, and equipment

f. Encouragement of ingenuity and initiative

g. Grievances (nonunion plants or departments)

Outline of Committees

3. *Number of Employee Plant Committee Members to Be Elected from Each Plant* (There will also be an alternate elected for each member at the same time):

Cabot Shops (Pampa Plant)	3*
Canal	3
Dixon	2
Estes	2
Hobbs	2
Kermit	2
Mills Lab	2
Ordnance	2 or 3
Pampa	3
Pampa Office	2
Pampa Warehouse	1
Rubber Lab	2
Schafer A	2
Schafer B	2
Schafer Lab	2
Ville Platte	3
Walton and Keystone	2
Wickett	2

4. * One each from Machine Shop, Tin Shop, and Fabricating. (That is, the employees in Machine Shop, Tin Shop, and Fabricating will nominate their own representatives. However, all employees will vote on the nominees in all groups.)

5. Employees in Special Crew, Special Equipment Department, and Gas Department will vote on committeemen

at the plant (or Pampa Office) nearest where they are working, and they will be represented by the committee nearest their work. However, they will be allowed to put in their Suggestions at any plant (or Pampa Office).

6. New committees may be established or old ones changed upon agreement between the department head and the employees affected.

Election Procedure

7. The outgoing committee members will conduct nomination and election of succeeding plant committee members. The committee members may enlist the help of plant clerk and others in conducting the election.

9. In case no plant committee members or alternates are available, plant superintendent will appoint employees to conduct nominations and elections.

10. The date of election of plant committee members is any time during the first 15 days in January.

11. Elections should be by secret ballot unless the employees at the plant decide otherwise.

12. The plant committee members are to be elected for a term of one year. Employees reserve the right, by a petition of one-third of plant employees affected, to call a special election for the purpose of recalling any or all plant committee members. However, a two-thirds majority vote is necessary to recall. If any or all members are recalled,

new members will be elected by special election in the usual manner.

13. There will be no more nominees than twice the number of committee members to be elected. Nominees not elected will automatically become alternates for committee members. The nominee not elected receiving the highest vote will become alternate No. 1; the nominee not elected receiving the next highest vote will become alternate No. 2; etc. Alternates will serve only in case of absence or vacancy of regular committee member or members.

14. Qualified voters and committee members are as follows:

Carbon Black Plants:
All employees below Working Foreman

Gasoline Plants:
All employees below Chief Engineer

Shops:
All employees below Foreman

Pampa Office:
All employees below Department Supervisor

All exempt employees not in a supervisory capacity will be permitted to vote and serve as committee members.

15. If a question arises as to who is or who is not qualified to vote or be elected a committee member, the committee holding the election will interpret the above rules.

Amendments

16. Change of or addition to these rules may be made by a majority vote of all plant committee members, together with management's acceptance. Any plant committee may institute change in rules by sending their proposed change to the Industrial Relations Office, who in turn will send ballots to all other plant committees, and, if a majority favor amendment, then the Industrial Relations Department will secure either management's approval or rejection.

Time Attending Meetings

17. Time attending meetings will be considered time worked, but no member will be allowed more than four hours for any one meeting. Special meetings may be called by management or by the committee at any time. Management will have the right to call alternates when the committeemen are not available.

Rights and Duties of Committees

18. It is understood that the employee committees do not in any way detract from the authority and responsibility of the supervisory force but should serve to assist plant management in general in solving problems of mutual interest. It shall be the committee's responsibility to:

a. Meet with plant management at regular monthly meetings called by management and to attend any special meetings called by management.

b. Work with management on those problems of mutual interest as set out under "Purposes".

c. Make recommendations on the Suggestions from the employees in accordance with Suggestion Plan.

d. Call meetings of the employees if in their judgment this is necessary, and the committee may invite management to attend if they think advisable, but all such meetings will be optional as far as management is concerned and shall be on the employees' time.

e. Handle grievances at non-union plants and departments according to grievance procedure set up for these plants and departments. It shall be the duty of the committee to call to the attention of management any trouble-makers or acts of disturbance which would tend to lower morale, and it shall be the duty of the committee to insist that gripes, grumbling, trouble-making among the employees either stop or be taken up under the regular grievance procedure at the plant.

GENERAL COUNSEL'S EXHIBIT No. 5-D
5-2-48

GRIEVANCE PROCEDURE FOR NON-UNION PLANTS AND DEPARTMENTS

Sec. XIV

If any employee or employees have good reason to believe they have been treated unfairly, they should immediately present a grievance to the Company, so that their problem can be considered promptly.

They should first explain their problem to their foreman or other immediate supervisor and give the reason they think they have been unfairly treated. If the foreman or supervisor is unable to satisfy the employee, either by an explanation or adjustment of the grievance, then the employee should put his grievance in writing, on the form provided, date it, sign it, and give it to the foreman or supervisor for his written statement. Then the employee (accompanied by a committeeman if he so desires) should take it up with assistant plant superintendent or plant superintendent, or both, and explain to them his reasons for thinking that he has been treated unfairly. This must be done within ten days after the grievance arose.

If after this the problem has not been settled to the satisfaction of the employee, the employee may take his grievance to the district superintendent and then to the department head and on to the General Manager.

If the employee does not want to take his grievance up personally, he may ask the plant committee to handle it for him. It shall be the plant committee's duty to consult with the foreman, the assistant plant superintendent, and the plant superintendent, and consider all the evidence, weigh the facts, and set out in writing their reason for believing the employee or employees have not been given justice, before filing a formal grievance with plant management. If after due consideration the committee feels that the grievance has not been settled in fairness to both the employee and the Company, the committee then may file a formal grievance on forms provided for the purpose. On this form they will set out the grievance and their reason for believing that the employee has not been treated fairly and present this to the plant superintendent. This must be presented within 15 days after the grievance arose. The plant superintendent will immediately make and forward copies to the district superintendent, the department head, and the Industrial Relations Department. To these copies the plant superintendent will attach his report and recommendations. Within five days after receipt of the grievance, the district superintendent or the department head, or both, will either meet with plant management and the committee and discuss the problem and give their decision there, or will give a decision in writing.

If after this the committee still feel that the grievance has not been settled in fairness to the employee and the Company, then they may appeal to the General Manager by immediately writing to the Industrial Relations Department and requesting that the General Manager or his representative consider the case. Within five days after the Industrial Relations Department has received this appeal, the General

Manager or his representative will either meet with the committee and plant management or give his decision in writing.

It is agreed and understood that if at any time during the above procedure the plant committee feels that the case has been settled in fairness to the Company and the employee, then the matter shall be dropped.

Even though the plant management settles a grievance after it has been filed on the regular grievance form, the plant superintendent must forward a copy of the grievance and report of the settlement to the district superintendent and forward copies to the department head and the Industrial Relations Department.

GENERAL COUNSEL'S EXHIBIT No. 9

MINUTES OF COMMITTEE MEETING

Canal Plant

October 11, 1954

— REPRESENTATION —

Management	*Employees*
D. C. PAULSEN	E. W. WILGUS
H. S. AYRES	F. J. PETITFILS
P. J. THURSTON	E. SEGURA
R. I. BRAY	

SPECIAL MEETING

Committeeman F. J. Petitfils opened meeting by stating the unrest about recent appointment of Boiler Fireman after said individual was passed by for opening several days before for Plant Operator job. Committee stated that seniority was deviated from on Plant Operators' job because it was felt that individual involved had not been at Canal Plant long enough to know the plant; they feel that if this was true for the Plant Operators' job that it should also be true for the Boiler Fireman's job.

It was requested by Ed Wilgus, Chairman of Plant Committee that the recently appointed Boiler Fireman in question be removed. Mr. Paulsen, District Supt., said that Plant Management had no authority to remove this man from this job and he would advise higher management of the protest

and of the employees disapproval of Company Seniority over Plant Seniority.

The Plant Committee stated that Canal Employees are in favor of Plant Seniority.

There being no further business, meeting adjourned until later date.

Recorded by: I. J. MAYON, Sec.

SIGNED:
ED. WILGUS
F. J. PETITFILS
ELOI SEGURA
H. S. AYRES

NOTE: A COPY OF PROTEST IS BEING POSTED WITH THESE MINUTES.

GENERAL COUNSEL'S EXHIBIT No. 9 (Continued)

SPECIAL COMMITTEE MEETING

October 13, 1954

Management	*Employees*
N. D. STEELE	E. W. WILGUS
D. C. PAULSEN	F. J. PETITFILS
H. S. AYRES	E. J. HEBERT
W. L. SHELTON	E. SEGURA
R. I. BRAY	
P. J. THURSTON	

Mr. Ayres opened the meeting by reading the following notice for committee approval before posting.

Quote:

Notice To Canal Plant Employee

We would like to change our policy of job bidding, as requested by plant committee, from the notice posted 3/3/54, to read as follows:

To clarify our policy on job bidding we will post on the bulletin board all permanent jobs which come open in all classified jobs above repairman and warehouseman, except when men are demoted due to shutting down of units, as in the case of the packers, who at this time have been reclassified as warehousemen. They would have the choice of returning to their former classification for six months from date of demotion without the job being posted. They would be recalled according to seniority. — H. S. Ayres —

Unquote.

This proposal was accepted by plant committee.

Mr. Ayres read grievance No. 1, which was the reason for this called meeting and read his following answer to the grievance.

Quote:

To: Employee Management Committee, Canal Plant

In answer to grievance No. 1 filed Oct. 11, 1954, by you.

The Plant Operator Gas job was posted for bids Sept. 20, 1954. There were ten men who bid on this job. Management, after considering the bidders, met with the committee on Sept. 29th, 1954, and told them we would like to deviate from seniority in the case of Lynn Stafford. He was the oldest bidder, having started Dec. 10, 1948, but we did not think he had had enough experience with this plant for this particular job. We also did not know how he would get along with all the people he would have to work with on this job.

We also told you we would like to deviate from seniority in the case of Herbert Champagne who started Feb. 20, 1951, in favor of Herman Borne, who had three days less seniority than Herbert Champagne. We felt that Champagne had not had as varied an experience in this part of the plant as Borne had and was not as well qualified at this time. We asked for any comment from committeemen; none were made. The Boiler Fireman job vacated by Borne was then posted and sixteen men bid on it. The job was awarded to Stafford on seniority in accordance with the company policy. We considered him as capable as any of the other men

who bid, as he had had experience as a Dustless Operator for about three years and would not work in close contact with very many men.

In regard to your request for removing him from his present job, we have acted in good faith and have no reason to remove Stafford under the present policy under which the company operates.

In answer to your request for changing the policy from company to plant seniority, we have no authority to do so. Mr. Paulsen has referred this matter to Pampa for their decision. — H. S. Ayres, Plant Supt., Canal Plant.

Unquote.

Mr. Ayres then asked committeeman E. J. Hebert's opinion on what was actually given as reason for Mr. Stafford being by-passed for Plant Operator's job. Mr. Hebert replied he understood that besides not being familiar with Canal plant, that the Plant Operator's job required his working in close contact with many employees and needed job experience as stated by Mr. Ayres in his reply. This opinion was shared by Messrs. Bray, Shelton and Thurston.

Next, Mr. Paulsen read his reply to grievance No. 1.

Quote:

In the first paragraph of this grievance, there is a question of procedure in awarding two different jobs that were filled after bids from employees were received. In the same paragraph, there is an implication that the plant should be put on a plant seniority basis. The second paragraph re-

quests that Stafford be removed from his job; that by so doing, good employee relations would be restored.

We in Plant Management feel that we have acted in good faith and according to present Company policy. Under our present policy, Stafford could exercise the seniority he had accumulated at other plants to bid on job openings here. This accumulated seniority made him top bidder in both cases.

In the case of the opening for a Plant Operator's job, we decided it was necessary to deviate from seniority in regard to Stafford and one other man because neither had enough general experience in the operation of our thermal and gas furnace plants to properly fill the job as a Plant Operator. The job was awarded the third man on the list, Borne, because he did have the experience and qualifications to do the job.

According to Company policy, the above deviation was taken up with the plant committee on 9/29/54 and was agreeable to them.

Borne's job as Boiler Fireman was open after his promotion to Plant Operator, so bids were received for this job. Sixteen bids for Boiler Fireman were received and again Stafford's name headed the list according to his Company seniority. The difference in the experience and qualifications of the bidders was not great enough to cause any deviation from seniority, so Stafford was awarded the job. Since there was no deviation from seniority, the plant committee was not consulted.

It should be pointed out, in order to clear up the first paragraph of the grievance, that there is considerable difference between the duties and work of a Boiler Fireman and a Plant Operator. Our Boiler Fireman only tends the boilers and the air compressors, while the Plant Operators should not only be familiar with the boilers and compressors but should be familiar with the operations of the entire Thermal plant and also the complete operation of the gas furnace plant.

The plant management will not be able to remove Stafford from the Boiler Fireman job, as requested in the second paragraph of the grievance, if our present policy is followed because we feel that we have acted in good judgment.

The implied request that the plant committee feels that the employees would have more job security if they were put on a plant seniority basis instead of our present company seniority policy, has been passed on to top management in Pampa. — D. C. Paulsen —

Unquote.

Mr. Steele then asked the committee if the grievance in question was one or possibly two different complaints; one against "company" seniority and favoring "plant" seniority, and the other against Mr. Stafford's appointment as Boiler Fireman and asking for his removal and if separate grievances should not be filed. Mr. Wilgus did agree that two issues were in discussion. However, that the grievance filed was the grievance the committee wished presented.

Mr. Steele then asked Mr. Wilgus what the committee suggested could be given as a reason for Mr. Stafford's not

being given the Boiler Fireman's job. Mr. Wilgus replied that this was management's problem.

Mr. Wilgus expressed his opinion that if management would have consulted with the committee before the Boiler Fireman appointment, this situation may not have arisen. Mr. Ayres replied that in the case of the Boiler Fireman appointment, seniority was not deviated from and according to present company seniority policy, unless seniority is deviated from, the committee need not be consulted.

Mr. Wilgus asked if interviews were held when jobs were bid upon, such as the Boiler Fireman opening. Mr. Bray answered that no interviews were usually conducted. When there was a deviation from seniority, those with higher seniority than the man chosen were always contacted and an explanation made as to why they were not given the job.

Mr. Steele then asked if the committee was ready to take the answers given by Messrs. Ayres and Paulsen on the Boiler Fireman grievance to the employees; that the answers given by them are the only answers that can be given under present company policies. The committee said they would take these answers to the employees.

Mr. Steele said concerning the other part of the grievance, if the canal plant employees wanted plant seniority at Canal plant, the following letter from Mr. C. L. Wooley will explain what the company will offer them.

Quote:

There are no plans for transferring employees to the Canal plant at this time. If the Hobbs plant is shut down

January 1, we will have jobs elsewhere for these people. However, if the Canal employees fear such action to the extent of insisting on plant seniority, the management of their company is willing to go along.

We hope the employees understand that with plant seniority, their opportunities are hampered. To transfer to a new plant or new operation or any other place in the Company, they would have to go as new employees and could not take their seniority with them for the purpose of promotion, demotion, layoff, and reemployment rights.

We believe we could change the first paragraph under "How Used" on page 12, the Handbook, to read "plant seniority" instead of "Company seniority" and insert the provision: "For all employees presently employed, company seniority will be counted as plant seniority." This will mean that in the future any employees transferred to Canal will be considered new employees as far as promotion, demotion, layoff, and reemployment are concerned. This will be explained to them at the time of the transfer. It must be understood that ability will remain a determining factor for purposes of promotion, demotion, layoff, and reemployment.
— C. L. Wooley —

Unquote.

Notice of an election at which time employees will be able to vote for company or plant seniority will be posted soon.

This recorder's resignation was accepted.

There being no further business, meeting adjourned 4:00 PM.

Recorded by I. J. Mayon,
Committee Secretary

SIGNED:
H. S. AYRES
ED WILGUS
IJM/sgh

cc: CLW, NDS, RS, DC, DCP, PJT, HSA, WLS, RIB, File (3)

GENERAL COUNSEL'S EXHIBIT No. 9 (Continued)

MINUTES OF PLANT COMMITTEE MEETING

Canal Plant

Nov. 29, 1954

IN ATTENDANCE:

Committee Chairman	Wilgus, E. W.
Committeeman	Hebert, E. J.
Committeeman	Petitfils, F. J.
District Superintendent	Paulsen, D. C.
Plant Superintendent	Ayres, H. S.
Assistant Plant Superintendent	Shelton, W. L.

The meeting was called to order at 2:00 PM.

Ed Wilgus asked Shelton if any complaints were ever made about a certain maintenance foreman. Shelton replied that someone had contacted him about a foreman giving a helper orders to carry out, instead of giving orders to the welder. Ed stated there were quite a few complaints about the manner in which one foreman gives orders or speaks to the men. Shelton said he had informed said foreman that the orders for work to be done should be given to the higher classified man.

Paulsen asked if the complaints were recent. Wilgus replied that the complaints have been increasing in number. He stated that some of the maintenance crew have gone so far as to ask to be taken off Saturday work so that they wouldn't have to work under said foreman. He also said that he could list a number of men who would be willing to testify at a meeting concerning said conditions in maintenance.

Hank asked Ed for a briefing on the different things being said or done by this foreman. Ed asked Willis if said foreman had made a statement to the effect that he had it made in his department and he would work his men the way he saw fit. Willis' reply to this question was no.

Hebert said he had heard a few complaints from boys working in bag filters that said foreman appeared irked when the men came out for a break. Hank said he heard that one fellow was told that he didn't increase in merit points because he drank too much coffee. He said he thought that it wasn't the amount of coffee he drank, but the amount of time taken to drink it.

Willis said that one fellow had complained about not being allotted enough overtime in comparison to some of the other men. After a talk, he was convinced that the foreman had given him a fair amount of the overtime.

Hank asked if a formal grievance was necessary. Wilgus stated that he thought this could be settled between management and said foreman. Paulsen agreed and said that he would guarantee that the said foreman would be talked to to try ironing out these grievances.

Wilgus said that the company gets results of good work through cooperation between foremen and the men.

Hank asked if the foremen had ever used vain names in talking to men. Wilgus said he hadn't heard of any such remarks, but a man's feelings can still be hurt without being called names. He stated that you could get a lot more work out of a man if you give him a pat on the back rather than "hollering" at him.

Hank stated that he would like to speak to the mentioned foreman before filing of any formal grievance.

Wilgus asked if in case any regular employee should be abused, would he be given a similar standing to defend himself as said foreman will be. Hank assured him that any regular employee would be given the same chance.

As there was no further business, the meeting adjourned at 3:10 PM.

F. J. PETITFILS
F. J. Petitfils, Recorder

FJP/sgh
cc: CLW, NDS, RS, DC, DCP, EWW, EJH, FJP, HSA, RIB, PJT, WLS.

GENERAL COUNSEL'S EXHIBIT No. 9 (Continued)

MINUTES OF PLANT COMMITTEE MEETING

Canal Plant

Jan. 19, 1955

IN ATTENDANCE:

Committee Chairman	Wilgus, E. W.
Committeeman	Segura, Eloi
Committeeman	Petitfils, F. J.
Plant Supt.	Ayres, H. S.
Asst. Plant Supt.	Shelton, W. L.
Asst. Plant Supt.	Bray, R. I.
Safety Engineer	Walker, F. H.

The meeting was called to order at 2:30 P.M.

Mr. Walker stated that the Company has received four proposals on Company group insurance. Blue Cross out of Baton Rouge has offered a very nice proposal. This came up because of the high rate of insurance we are paying, and to try to keep the premiums from going any higher. Canal has a good insurance record, and may be able to keep it if the policy isn't abused. The final outcome, after the different proposals are studied, will be up to the policy holders at Canal — probably in the form of a vote. Don Conley would like to meet at Canal with the proper persons and talk over this insurance program.

Lynn Stafford's suggestion that the gas control valve on the boilers be moved inside the boiler house was gone over. Dick Bray stated that the boilers, in the future, will be put on automatic control. He stated that after talking to Stafford, they agreed to leave it as is until the automatic controls are installed and working.

Wilgus stated that the relief operator has, in a period of approximately three months, worked two day shifts. He has been relieving operators, boiler firemen and packers, which throws him into a continuous run of night shifts. Hank said that the relief operator is given a bonus pay because of the fact that he has to work so many nights, and he has to relieve any man who is off. Dick Bray suggested that the relief man be put on straight days when he isn't relieving. Hank stated that the condition would be investigated as to the possibility of putting on an additional relief operator.

Petitfils said that the warehouse crew was interested in trying to rearrange their working schedule. Hank advised

him that a warehouse committee should get together with the warehouse supervisors, and try to work something out among themselves.

The subject of air vents for the tops of the warehouses was brought up by Wilgus. Petitfils said he had been confronted by quite a few men about the same topic. Hank, Shelton, and Bray thought it was an idea to be looked into. Hank assured the committee that he would get the ball rolling and that he would have news about it at a later date.

Wilgus asked if it would be possible for the evening tour crew to relieve the day crew at 2:45, 15 minutes earlier than usual. This would, in his opinion, relieve the conjestion in the bathhouse, but mostly because of the water shortage. Hank said that the company would go along in considering a change for all the tours, from ½ to 1 hour earlier. Wilgus said his idea was in reference to just the day crew and that if the change as the company wants it would affect all of the tours, then it should be up to the men themselves. Ed said he would like for the tour men to contact one of the committeemen and give their opinion on the subject so they could present their views at the next meeting.

Whenever anyone knows of any sick employee or an employee's immediate relative who is sick, the committee would appreciate it if this word was relayed to the office so that flowers can be sent. Some have been overlooked in the past, but we assure you it wasn't intentional.

There being no further business, the meeting adjourned at 4:30 P.M.

F. J. PETITFILS
F. J. Petitfils, Recorder

FJP/sgh
cc: CLW, NDS, RS, DC, DCP, EWW, ES, FJP, HSA, RIB, WLS, FHW

GENERAL COUNSEL'S EXHIBIT No. 9 (Continued)

Wilgus

MINUTES OF PLANT COMMITTEE MEETING

Canal Plant

Feb. 16, 1955

IN ATTENDANCE:

Committee Chairman	Wilgus, E. W.
Committeeman	Segura, Eloi
Committeeman	Petitfils, F. J.
Plant Supt.	Ayres, H. S.
Asst. Plant Supt.	Shelton, W. L.
Asst. Plant Supt.	Bray, R. I.
Asst. Plant Supt.	Thurston, P. J.

The meeting was called to order at 2:30 P. M.

Hank stated that the vents for the warehouses are definitely going to be installed. Mr. Paulsen has contacted Mr. Charlie Wooley and he in turn has asked Mr. Bob Vail to place an order for same.

He also reported that the Company is going to handle gloves through the supply room. Two kinds are to be handled; the cork lined palm and the plain cloth. The Company is handling the gloves as a convenience and not as a profitable business. The men will get the gloves at cost, plus the freight. To save the supply room considerable bookkeeping, the Company has decided not to sell less than a box, or one dozen pair. They will be handled on the same basis as the safety shoes; on a payroll deduction plan.

Ed said he had received a lot of complaints about the soap used in bathing. Quite a few of the fellows have had skin rashes, and attribute it to the soap. Hank stated that the Company, at different times, has tried many different kinds and has always come back to the Creme Oil soap.

Hank stated that the Company has employed two efficiency experts to make time studies of the shipping departments from Canal, Ville Platte, and two of the larger Texas plants. They are to make studies of the various costs of handling and shipping. The Company would like to have these costs to keep on file, to be used in determining the cost of black.

Ed asked about the sales of carbon blacks from Canal. Hank stated that the month of January was the best month the Canal plant has ever had.

No word has been received at Canal about the date of the annual safety banquet. We hope to have some word on it in the near future.

Two suggestions were gone over; one by R. J. Deslatte and one by Elmer C. Walden and Joe Jaques. It was decided to hold both for study until the next meeting. The meeting was adjourned at 3:30 P.M.

FJP/sgh

CC: CLW, NDS, RS, DC, DCP, EWW, ES, FJP, HSA, RIB, WLS, PJT

GENERAL COUNSEL'S EXHIBIT No. 9 (Continued)

MINUTES OF PLANT COMMITTEE MEETING

Canal Plant

April 13, 1955

IN ATTENDANCE:

Committee Chairman	Wilgus, E. W.
Committeeman	Petitfils, F. J.
Committeeman	Segura, Eloi
Plant Superintendent	Ayres, H. S.
Asst. Plant Supt.	Shelton, W. L.
Asst. Plant Supt.	Thurston, P. J.
Asst. Plant Supt.	Bray, R. I.

The meeting was called to order at 2:30 P.M.

Hank stated that quite a few questions have arisen over the job biddings that have been posted on the board. Some have inquired as to whether they could bid on both jobs. Hank stated that they were giving fellows an opportunity at both jobs. The dustless operator job will be awarded first.

Ed Wilgus asked if the jobs would be awarded on a seniority basis. Hank stated that they would, unless there was a good reason to deviate.

Ed said that he had heard that just about every man on Powell's crew have put in for transfers to the Thermal unit.

Hank said that if the men have complaints he'd be in favor of filing a formal grievance.

Hank stated that shipping is going on at a satisfactory rate.

Ed stated that he would like to bring up the fact that the packers all pull the same amount of black but they are paid different wages. He said that a certain fellow, Joe Lucia, was told that he should try to work outside, to get experience to help him in getting a pay raise. At merit sheet time, he was then told, by Leroy Thompson, that he didn't get a raise because he didn't stay inside enough. Ed stated that he himself was told that he didn't get a raise because he didn't keep his instrument panel clean. Wilgus then told his foreman he would see him clean his panel, if he'd stay awake long enough. Ed stated that he thought the merit system is a very good system, if worked right, but that it also acts as a whip in the hands of the foremen. Hank said that he thought that the merit sheets were graded as fairly as possible, by all foremen. He stated that the merit rating system was about the fairest way of grading a man that the Company could use.

Ed asked why all utility men get bathing time except Allen Clements. Hank stated that the Company has a ruling that they pay bathing time to anyone who gets black on his body. He also said that the bathhouse men get bathing time when they get black. All they have to do is to make a notation of this on their time card. Ed stated that he'd like to go on record as recommending that Allen Clements and all utility men, be put on a permanent basis, so far as bathing time goes. Cotton Smith was called in, and he stated that

he awards bathing time to any utility man, if it is warranted, but none of the bathhouse and office utility men receive bathing time regularly, however, the man himself is the judge and if he feels he earns bathing time he turns in a work card stating such. To date none of the utility men have taken unfair advantage of this arrangement and there has never been a question about bathing time turned in.

Referring to the Guide, we found the following —

Employees who work in carbon black plants and get black are allowed one-half hour for bathing. If the employee works less than eight hours, then bathing time is at straight time. But usually the work is as much as eight hours and the time allowed for bathing is paid at the rate of time and one-half. If the employee works for a longer period than a normal shift, or even if he works two shifts in succession, he is allowed only one 30-minute period for bathing.

Hank stated the present method of administering this policy is that every one in the plant gets bathing time. Bathhouse utility men get it only when they state that they get black, which is put on their work card, as a notation. Office clerks do not get bathing time.

Segura said that he had a lot of complaints about the amount of soap given, and also that their soap is disappearing. Petitfils said he had received similar complaints. He said that, in his case, he doesn't get too black and he's always low on soap. Hank stated that, if the men needed extra soap, he would inform Clements to issue more, *if needed.*

Petitfils asked about the warehouse vents, and Hank stated that nothing new was heard, but that he would check on them again.

Willis Shelton said that some fellows have been charged different prices for gloves, but that there will be a set price on gloves from now on.

Petitfils asked if the time study job being done by Lobdell was considered a permanent one. And, if so, why wasn't the job put up for bid. Hank said that the job is still a Plant Clerk job, so he didn't see any reason why a bid was necessary. Petitfils stated that he knew of quite a few men who would be interested in the job and who were also qualified as much as Lobdell. Hank stated that recently two clerk jobs were open and one new one was taken. Sylvia Hoy took over most of the duties left from the other one.

Richard Bray stated that on Thursday and Friday, there would be a meeting of all of the plant engineers from the Southwest Division at the Canal Plant. They will gather at the plant for a tour and also for a general discussion of plant operations.

Hank said that he had received a check in the amount of $15.00 for Oray Roger's suggestions.

Don Walden's suggestion on the water sprays was voted on and all agreed that he fully deserves the maximum — $25.00. Richard Bray said he thought that the suggestion would be deserving of a bonus award, at a later date. This is his private opinion.

On Lloyd Delaune's suggestion it was stated by Hank that Mr. Shelton has the valves on order. The suggestion will be held over until a later date.

A suggestion by Oray Rogers for the installation of a re-run tank, capable of holding approximately 2,000 pounds of black, under all units. This, in his opinion, would save manpower, help to mix off-quality black with good grade of black a lot better, and also to ease off on the grit grinders. It was agreed to return the suggestion to Rogers, for additional information and designs.

A suggestion by Owen Stansbury was held over.

To clarify the topic in the minutes of the last committee meeting, Petitfils said he didn't mean to lead anyone to believe they were in direct line for a raise. He said it was just a case of misunderstanding. He said that he would post his copy of the minutes of the Committee Chairmen Meeting in Pampa, so the men can get the exact words that were spoken at the meeting.

The meeting adjourned at 5:15 P.M.

F. J. PETITFILS
Recorder.

FJP:lbs.

cc: CLW
NDS
RS
DC

DCP
EWW
ES
FJP
HSA
RIB
WLS
PJT

GENERAL COUNSEL'S EXHIBIT No. 9 (Continued)

MINUTES OF PLANT COMMITTEE MEETING

Canal Plant

June 1, 1955

IN ATTENDANCE:

Committee Chairman	Wilgus, E. W.
Committeeman	Petitfils, F. J.
Committeeman	Segura, Eloi
Plant Superintendent	Ayres, H. S.
Asst. Plant Supt.	Bray, R. I.
Asst. Plant Supt.	Shelton, W. L.

Hank stated that no further word has been received on the warehouse ventilators.

Hank also stated that the recent job bids were awarded by Plant seniority, as close as they could follow it.

The subject of job bidding was discussed. A *few* of the shift workers thought that the man who bids on an operator's job should have been a shift packer for a period of 60 to 90 days. After discussing it, everyone agreed that this would go against the plant seniority that was voted in recently. If that were the case, a shift packer, who had not been on that particular job for a priod of 60 or 90 days, would not have the right to bid on an operator's job, regardless of the amount of seniority he had at the time. In other words, if a preferred shift job comes up for bid while this man was serving his apprenticeship as a packer, so to speak, then he would miss out on the chances of getting the preferred job.

Bill Howe's suggestion on bypass on oil heaters to return line was awarded $20.00.

Oray Roger's suggestion for a 2,000 lb. rerun tank would be held over. If and when, it is installed, and proves worthy, then an award will be given.

A suggestion by Arthur Lalumandier was discussed and will be held over for further discussion. A second suggestion by Arthur was also held over. He will be contacted.

A suggestion by Floyd Rogers for air jets to clean off platform on sewing machines was turned over to Dick Bray for study.

Robert Landry's suggestion on a permanent and folding dockplate at both workrooms was considered good. The suggestion was given to Mr. Thurston, so that he and Landry could get together on a more detailed diagram.

On the rainsheds extending over the railroad cars — one was erected according to Morris Raphael's plan. This one has proved satisfactory.

F. J. Petitfils
Recorder.

FJP:lbs

cc: CLW
NDS
RS
DC
DCP
EWW
ES
FJP
HSA
RIB
WLS
PJT

GENERAL COUNSEL'S EXHIBIT No. 9 (Continued)

MINUTES OF PLANT COMMITTEE MEETING

Canal Plant

July 27, 1955

IN ATTENDANCE:

Committee Chairman	Wilgus, E. W.
Committeeman	Petitfils, F. J.
Committeeman	Segura, Eloi
Plant Superintendent	Ayres, H. S.
Asst. Plant Supt.	Thurston, P. J.
Asst. Plant Supt.	Shelton, W. L.

The meeting was called to order at 2:30 P.M.

Petitfils asked about the possibility of putting on an additional classified man in the Warehouse Department. He claims that, with the rate of shipping increasing, there has been need for an additional printer and also an extra lift-truck operator. The same man usually doubles over on the truck and printer. He also said that, since the warehouse only has five rated men, above warehouse and repair classification, it would be another job for the warehouse-men to look forward to. Hank stated that he couldn't give an answer at the moment, but it will be investigated to see if another rated classification is needed.

Hank stated that J. D. Weldon, who deals with the time study now being carried on by the Company, was very

praising on the suggestion by R. Westmoreland, having to deal with the taping attachments by the sewing machines.

A suggestion by Hollis Sandridge for the installation of skylights in the two shops and the supply room was discussed, and found to be best for more efficient lighting. This type of suggestion is not awardable. Hank asked Willis Shelton to order some for installation.

A suggestion by Earl G. Mayer, dealing with the inspection plate lids on the dust collectors, is being held over.

Donald Sanders was awarded $15.00 on his suggestion for a new method of answering and filing of correspondence.

On Arthur Lalumandier's suggestion for criss-crossing the conveyors on the oil unit, it was stated that this would not be possible, since the fan on any one unit could not carry the load of both units.

A suggestion by Floyd Delaune for installation of dampers on air lift line was awarded $15.00. These dampers were not installed, but we feel that his suggestion was responsible for the final improvement that *was* installed.

F. J. Petitfils
Recorder.

FJP:lbs.

cc: CLW
NDS
RS

DC
DCP
EWW
ES
FJP
HSA
RIB
WLS
PJT

GENERAL COUNSEL'S EXHIBIT No. 9 (Continued)

MINUTES OF PLANT COMMITTEE MEETING

Canal Plant

SPECIAL MEETING

September 13, 1955

IN ATTENDANCE:

Committee Chairman	Wilgus, E. W.
Committeeman	Petitfils, F. J.
Committeeman	Segura, Eloi
District Superintendent	Paulsen, D. C.
Plant Superintendent	Ayres, H. S.
Asst. Plant Supt.	Thurston, P. J.
Asst. Plant Supt.	Bray, R. I.
Asst. Plant Supt.	Shelton, W. L.

The meeting was called to order at 7:30 A.M.

The meeting was called by Ayres and Paulsen, for the purpose of discussing a few of the things that may be brought up at the Pampa meeting next meeting. They wanted to get some sort of an idea what the men at Canal would be interested in.

Wilgus stated that, at the March meeting of the Employee-Management group in Pampa, it was stated that, in the event of a future wage increase, the employees would have the option of voting, as to whether they want it as an hourly raise or in the form of additional benefits.

Segura said he had talked to a few men, and they had various ideas on a sick leave, but that most said they would be in favor of a straight hourly raise.

Petitfils stated that he contacted the warehouse crew yesterday and they would be in favor of the policy which would net them more, whether it is in the form of a sick leave or a straight raise. They did say they would be willing to vote on a sick leave, providing it would have a cash surrender value at the end of the year. It would be as a savings which would come in handy around Christmas. It would amount to the same thing, except that a man would get it in a lump sum instead of on every pay check.

Wilgus asked about the possibility of moving the grit shakers. Mr. Paulsen said that they've asked for permission to build a building large enough to house grit shakers and grit washers.

Mr. Paulsen also said they have asked for a garage for maintenance and one for the warehouse mechanic, to maintain his lift trucks and other power equipment.

The meeting adjourned at 9:10 A.M.

F. J. PETITFILS
Recorder.

FJP:lbs.

cc: CLW
RS
DCP
ES
HSA
WLS
NDS
DC
EWW
FJP
RIB
PJT

GENERAL COUNSEL'S EXHIBIT No. 9 (Continued)

MINUTES OF PLANT COMMITTEE MEETING

Canal Plant

October 13, 1955

IN ATTENDANCE:

Committeeman	Petitfils, F. J.
Committeeman	Sanders, D. A.
Committeeman	Segura, Eloi
Plant Superintendent	Ayres, H. S.
Asst. Plant Superintendent	Thurston, P. J.
Asst. Plant Superintendent	Bray, R. I.

The meeting was called to order at 2:45 P.M.

Hank said the raise would go into effect as of Oct. 1st. Segura said he had received a lot of remarks from fellows who thought everyone should have received the same raise, instead of on a differential basis. Hank said the Company probably wanted to make a little larger spread between shift operators and other workers.

Sanders asked about the changing of anniversary dates. Hank stated that it is being held up for some reason.

Petitfils asked if an additional operator or a shift packer couldn't be put on in the oil unit. He said he understands that one packer is always helping the drum operator, and if that is the case it seems that there is need for another

operator. If they do an operator's work, they should be entitled to the extra 2¢ an hour that the operators draw. Hank said that if the men really want another classification, and if he is needed, then they probably can get together on it.

Petitfils said he was asked by a few men if it would be possible to have a six month training period for any man going on a new job. They said this would be a sort of protection to the majority of the men, in that it would keep the same men from bidding on any job that comes up. If these few men have seniority built up, they keep getting the jobs over the men with lesser seniority. Hank said they would consider any proposal put upoby the men.

Segura asked if any arrangements could be made for men who work overtime to get home. Some men live farther than Franklin and it puts them in a predicament. Hank said they will try to see that a man gets home, but will not make any promises so far as rides are concerned.

Segura said he has received reports that we've been losing a lot of soft drink bottles. In addition to being a safety hazard having them laying around the yard, it also puts a kink in the flower fund. Each bottle lost costs us about 3¢. It would be a good practice to follow for everyone to try to return the empties to the cases.

The subject of Eloi Segura's bag dumper on the sewing machine conveyors was brought up. He was awarded $10.00.

A suggestion by Walter Thibodeaux was turned over to Dick Bray for checking.

Another suggestion by Don Walden to install a quadrant to hold open the damper on No. 5 oil unit was also turned over to Dick Bray.

A suggestion by Roussel Deslatte for an improved method of collecting composite samples at the gas units was discussed. After a discussion, he was awarded $10.00, after considering the safety hazard thus being eliminated.

The suggestion by John L. Robichaux that was held over was voted no award. Harry Abboud has spoken to him and both agreed that the suggestion was impractical.

The meeting adjourned at 4:45 P.M.

F. J. PETITFILS
Recorder

FJP/sgh

cc: CLW-NDS

RS
DC
DCP
HSA
PJT
RIB
ES
DJS
FJP

GENERAL COUNSEL'S EXHIBIT No. 10

THE CABOT COMPANIES

Inter-Office Correspondence
Box 598
Franklin Louisiana

October 12, 1954

TO: Employee Management Committee
Canal Plant

In answer to grievance No. 1 filed Oct. 11, 1954, by you.

The Plant Operator Gas Job was posted for bids Sept. 20, 1954. There were ten men who bid on this job. Management, after considering the bidders, met with the committee on Sept. 29, 1954, and told them we would like to deviate from seniority in the case of Lynn Stafford. He was the oldest bidder, having started Dec. 10, 1948, but we did not think he had had enough experience with this plant for this particular job. We also did not know how he would get along with all the people he would have to work with on this job.

We also told you we would like to deviate from seniority in the case of Herbert Champagne who started Feb. 20, 1951, in favor of Herman Borne, who had three days less seniority than Herbert Champagne. We felt that Champagne had not had as varied an experience in this part of the plant as Borne had and was not as well qualified at this time. We

asked for any comment from committeemen; none were made. The Boiler Fireman job vacated by Borne was then posted and sixteen men bid on it. The job was awarded to Stafford on seniority in accordance with the company policy.

We considered him as capable as any of the other men who bid, as he had had experience as a Dustless Operator for about three years and would not work in close contact with very many men.

In regard to your request for removing him from his present job, we have acted in good faith and have no reason to remove Stafford under the present policy under which the Company operates.

In answer to your request for changing the policy from company to plant seniority, we have no authority to do so. Mr. Paulsen has referred this matter to Pampa for their decision.

H. S. AYRES

H. S. Ayres
Plant Supt., Canal Plant

HSA/sgh
cc: (8)

GENERAL COUNSEL'S EXHIBIT No. 10 (Continued)

THE CABOT COMPANIES

Inter-Office Correspondence
Box 598
Franklin Louisiana

October 12, 1954

In the first paragraph of this grievance, there is a question of procedure in awarding two different jobs that were filled after bids from employees were received. In the same paragraph, there is an implication that the plant should be put on a plant seniority basis. The second paragraph requests that Stafford be removed from his job; that by so doing, good employee relations would be restored.

We in Plant Management feel that we have acted in good faith and according to present Company policy. Under our present policy, Stafford could exercise the seniority he had accumulated at other plants to bid on job openings here. This accumulated seniority made him top bidder in both cases.

In the case of the opening for a Plant Operator's job, we decided it was necessary to deviate from seniority in regard to Stafford and one other man because neither had enough general experience in the operation of our thermal and gas furnace plants to properly fill the job as a Plant Operator. The job was awarded the third man on the list, Borne, because he did have the experience and qualifications to do the job.

According to Company policy, the above deviation was taken up with the plant committee on 9/29/54 and was agreeable to them.

Borne's job as Boiler Fireman was open after his promotion to Plant Operator, so bids were received for this job. Sixteen bids for Boiler Fireman were received and again Stafford's name headed the list according to his Company seniority. The difference in the experience and qualifications of the bidders was not great enough to cause any deviation from seniority, so Stafford was awarded the job. Since there was no deviation from seniority, the plant committee was not consulted.

It should be pointed out, in order to clear up the first paragraph of the grievance, that there is considerable difference between the duties and work of a Boiler Fireman and a Plant Operator. Our Boiler Firemen only tend the boilers and the air compressors, while the Plant Operators should not only be familiar with the boilers and compressors but should be familiar with the operations of the entire Thermal plant and also the complete operation of the gas furnace plant.

The plant management will not be able to remove Stafford from the boiler fireman job, as requested in the second paragraph of the *of the* grievance, if our present policy is followed because we feel that we have acted in good judgment.

The implied request that the plant committee feels that the employees would have more job security if they were put on a plant seniority basis instead of our present com-

pany seniority policy, has been passed on to top management in Pampa.

D. C. PAULSEN
D. C. Paulsen

DCP/sgh
cc: (8)

GENERAL COUNSEL'S EXHIBIT No. 12

EMPLOYEE COMMITTEE MEETING

Cabot Auditorium, Pampa, Texas
March 15, 1955

Reno Stinson, James A. McCune, Bert Arney, and Frank Walker met at 11:00 a.m. with the following Employee Committee representatives:

Canal	E. W. Wilgus
Dixon	H. C. Blackshear
Kermit Plant	L. W. Pursell
Pampa Plant	J. W. Gray
Schafer A	L. D. Staggs
Schafer B	J. B. Martin
Ville Platte	John W. Miller
Cabot Shops (Pampa Plant)	
Fabricating	B. B. Pettit
Tin	C. E. Stewart
Machine	E. N. Pierce

Ordnance	(Raymond V. Johnson (Daniel Sadler, Jr.
Estes	N. A. Moreland
Keystone	Ralph Adams
Walton	John B. Coffey
Pampa Office	Evelyn Johnson
Mills R. & D.	E. J. New, Jr.
Schafer Lab	Kenneth L. Worden
Pampa Warehouse	Max Hickey

Reno Stinson opened a discussion of the chart Mr. Burdette had explained in the opening joint session with management representatives, on where our Southwestern Division money comes from and where it is spent. In answer to a question, Reno said the amount shown on the chart for new plants, oil and gas developments, etc. (10¢ out of every dollar spent) represents profit plowed back into improvements which make for better job opportunities for all of us. Kenneth Worden suggested that this chart be explained to the employees at each plant. It was suggested that Dud Steele, Bill Dixon, B. F. Bulls, and Steve Neely do this explaining.

The minutes of the Employee Committee meeting of March 17, 1954, were read and approved.

Copies of a report on suggestions and awards during 1954 under the suggestion plan were distributed. B. B. Pettit asked, "What is the deal on a suggestion plan for the Shops?" He expressed the opinion that the employees would make more suggestions and would be listened to better if their ideas could be submitted through a formal suggestion system, that foremen would be less likely to disregard sug-

gestions submitted formally. Reno explained that when the incentive plan was installed at the Shops it was decided that a suggestion system would no longer be appropriate, since awards for suggestions would take from the incentive bonus. He said that both the employees and the Company benefit from the incentive plan, and that he didn't think the suggestion plan was working too well where in effect. Kenneth Worden said they had no suggestion box at Schafer Lab. Reno told him that in that small a group there was no reason why a suggestion could not be given direct to Jarvis Johnson but that there was also no reason why ideas worthy of awards could not be awarded under the suggestion system.

H. C. Blackshear said he thought the one suggestion at Schafer B that was awarded $25 in 1953 and an additional $100 in 1954 would justify continuing the suggestion plan. Reno agreed with Blackshear. He also pointed out that it was the responsibility of the Employee Committee to stimulate interest in the suggestion plan at his plant. He suggested Committee meetings at each plant to discuss this. He said it is easy for a busy superintendent to forget about his suggestion box, and the Committeeman should remind him of it.

J. W. Gray asked whose responsibility it was to call an Employee Committee meeting at the plant. Reno said the Plant Superintendent calls such meetings but that any time the Committeemen have something to meet about they should ask the Superintendent to call a meeting. He said that at union plants the Employee Committee naturally has less business and less reason for meeting than at a non-union plant.

Earl New reported that at Mills R. & D. a regular meeting is scheduled for the first Friday of every month, and that occasionally they have special called meetings in addition to their regular monthly meeting.

B. B. Pettit reported lack of interest in election of Committeemen at the Shops and expressed the belief that this lack of interest was the result of there having been in the past nothing for the Committee to do. He said he considered a Committee unnecessary if there is nothing for it to do. Raymond Johnson reported that the Ordnance Committee meets any time they need a meeting.

Reno reviewed the purposes of the Employee Committee:

> To bring about a better understanding between employees in every branch and service of our Company to the end that each will have a better insight to the other's problems.
>
> To provide a definite procedure for considering employees' ideas. As an example, the following problems are of mutual interest to employees and management:
>
> Safety.
> Increased efficiency in production.
> Conservation of supplies, materials, and equipment.
> Encouragement of ingenuity and initiative.
> Grievances (nonunion plants or departments).

There was a discussion of the Committee's responsibility for safety. Then Reno read "Rights and Duties of Committees" from THE GUIDE.

Weldon Carter, Credit Union Treasurer, came to the meeting to answer questions and discuss Credit Union problems.

He gave interest rates charged by the Credit Union as:

> 0.1/2% per month on the unpaid balance (about 3.3% per year) on loans on shares and personal credit, and on real estate.
>
> 0.2/3% per month on the unpaid balance (about 4.4% per year) on loans on cars and furniture.

Weldon said one bank in Franklin charged a cheaper rate of interest than the Credit Union but that that was the only concern he knew of that would loan money at a lower rate than the Credit Union charges. He said in loans to finance car payments another advantage in borrowing from the Credit Union is that the borrower is free to carry his insurance with any company he chooses and that most finance companies require that he carry their insurance.

Weldon discussed a new bylaw agreed on at the annual Credit Union meeting:

> If a borrower's loan is in excess of his share account, he must apply a minimum of $5 a month to his share account for the term of the loan.

He said the State Banking Commission has not given approval on the new bylaws as yet, so the old provision that if a borrower doesn't have $50 in his share account he must apply a minimum of $5 a month on shares is still in effect. At present there is no requirement for purchasing shares if the borrower has $50 in his share account.

Ed Wilgus asked how Canal could be represented on the Board. Weldon said the Credit Union Board had tried to figure out a way to give the outlying plants representation but that since meetings are held at least once a month and sometimes two or three times, so far no feasible plan for having directors from outside the Pampa area had been arrived at. Under our present bylaws, a board member who misses three meetings is expelled from the board. Wilgus said he thought the outlying plants should be represented when Credit Union policies are being formulated. Weldon said that was a problem that the Credit Union Board would like to be able to solve. All employees should take advantage of the Credit Union, since it is in most cases the cheapest financing they can get. Also, the Credit Union has about $211,500 in investments that should be working within the organization. Wilgus said he believed representation from the outlying plants would be the solution to the problem.

Reno explained that the Company contributes a cash amount to help in the operation of the Credit Union, that the Credit Union cannot spend much money and still charge a low rate of interest. It would be quite expensive to bring employees to Pampa from the outlying plants to directors' meetings. Also, since the Credit Union is still a State of Texas organization, directors must reside in Texas.

Evelyn Johnson suggested that Employee Committeemen or Plant Office Managers be permitted to attend the annual meeting. Weldon said that was being considered. Reno said that since the Credit Union would have to pay the expenses of employee representatives from outlying plants to attend the annual meeting, he thought it would not be practical to have more than one from Kermit and Wickett, one from Big Spring, one from Ville Platte, and one from Franklin. Except in West Texas the Employee Committee chairman would be that representative. Reno suggested that Weldon take this proposal to the Board.

Neil Moreland asked whether it would be possible to hold the annual Credit Union meeting at the same time as the annual Employee Committee meeting. Weldon explained that the Credit Union meeting must be held in January, and Reno pointed out that the beginning of the year would not be a good time to hold the Employee Committee meeting, since it is an unusually busy season.

Weldon said the Credit Union is now making 30-month loans on new cars, with approval of the Plant Superintendent. Ten-year loans can be arranged on a house of $5,000 valuation or over, loans for as long as five years on a house valued at less than $5,000. FHA appraisers are used, and the Credit Union can loan up to 60% of the appraisal value.

At the end of February the Credit Union had $13,000 available for real estate loans.

H. C. Blackshear asked why the Credit Union no longer made loans on houses to be constructed. Weldon answered that they had been advised by two lawyers that mechanics

liens were hazardous for such an organization as our Credit Union, since the directors might find themselves in the position of having to finish a house in order to get their money out of it. Lumber yards do make mechanics liens. The Credit Union can have house plans appraised and give the lumber yard a commitment to be paid as soon as the house is completed according to specifications. Blackshear pointed out that the disadvantage of this arrangement is that the borrower cannot shop around but must buy from the one lumber yard.

H. C. Blackshear asked whether a man could borrow money on other property and then finance his house after it was completed. Weldon said that in Texas after a homestead has been paid for, no money can be loaned on it.

Earl New asked the difference between a Credit Union member and a depositor. Weldon explained that depositors are former members who have left the Company without taking their money. An attempt is made to find them and return their money, but this is not always possible. Depositors receive no dividends.

Weldon reported that the Board of Directors had studied the possibility of insured loans (life insurance on the borrower) but had decided it would not be worth the cost. He also stated that out-of-town loans are handled the day they are received in the Credit Union office.

Weldon said the Dixon Plant employees have been making good use of the Credit Union, that the Directors would like to see more use made of it in West Texas and Louisiana. Reno asked the Employee Committeemen to stress to the

employees that in buying a car they can get the car without waiting for the loan to be cleared through the Credit Union office in Pampa.

John W. Miller requested three weeks vacation for employees with ten years' service, and Ed Wilgus asked about annual sick leave. Reno said that three weeks vacation, sick leave, and other such benefits are an indirect payroll cost. He said no raise in wages was contemplated at the present time but that if the Company is able at some future date to increase wages, the employees may be given an opportunity to vote on whether they would prefer to receive part or all of the increase in the form of increased benefits.

In discussing sick benefits Reno explained that our present insurance program takes care of the calamity cases but that coverage does not begin until the fourth day of disability. The rate that the Company pays for this insurance would be much higher if the first three days were covered. This three-day waiting period is like the $50 deductible provision on car insurance.

Aetna pays our employees sick leave benefits for the first thirteen weeks of disability, and the Company pays a like amount for the second thirteen weeks. After the 26 weeks, if the employee is totally and permanently disabled, he begins collecting on his life insurance if he qualifies for these benefits under the terms of the Aetna contract. Bert Arney reported that for the eleven-year period (1944 through 1954) Aetna paid to Cabot employees in sick leave benefits $205,995.23, that during the past three years in addition to Aetna's payments Cabot paid in the form of supplementary sick leave benefits a total of $9,468.35.

Bert explained the provision for employees leaving the Company to continue their life insurance by converting to a personal policy within 31 days after termination of employment, under the regular rate for the person's then attained age.

John B. Coffey asked whether an employee could collect pay for the week of vacation saved for sickness and Aetna sick benefits at the same time. Bert answered that vacation pay and sick leave benefits can be collected simultaneously, that the three-day waiting period can come within the first three days of vacation. John said he thought this should be explained to the employees at Walton and Keystone.

Kenneth Worden asked whether an employee who had saved a week of vacation to be used in case of sickness could take three weeks at the same time. Reno answered, "Only in case of sickness."

John Coffey asked why a person with just one dependent pays the same rate for dependents' hospitalization and surgical benefits as an employee with a number of dependents. Bert answered that it holds the over-all rate down to have just one rate — by keeping bookkeeping simpler. He said in some cases employees with only one dependent had found they could get cheaper insurance under an individual plan and that of course any employee is free to insure his dependents in any way he considers best.

Bert stated that during the eleven-year period (1944 through 1954) Aetna paid to seventeen Cabot employees a total of $28,284 in total and permanent disability insurance. It pays $18 per month per thousand dollars of insurance —

runs for a little more than five years. From the time the payments start the insurance company pays the employee interest on the fund they are holding back.

Evelyn Johnson asked whether an employee who had been considered totally and permanently disabled but later recovered and went back to work would have life insurance. Bert answered that such an employee could be insured but that the amount of his insurance would be reduced in the amount he had drawn or that it would carry a restriction that he could never draw any more insurance on that disability. He further explained that the total and permanent disability provision applies only to employees under the age of 60 who have been insured for one year.

Reno said that if any expensive employee benefits were added at this time, it could be done only by cutting wages to provide the money, and that of course none of us would want that. Ed Wilgus asked, "If the employees were given the opportunity to vote on whether they would prefer to receive a wage increase in the form of money or of increased benefits, would each plant be allowed to decide individually?" Reno answered that it would be too complicated to handle an increase in wages and benefits unless it was uniform for the various plants and departments. He said that at one time employees at nonunion plants had voted on such a proposal and the voting had been uniform for the plants who voted.

Ed Wilgus pointed out that last year at the meeting Reno had discussed our benefit plans in relation to those of our competitors. Ed said he would like to see Cabot setting an example for our competitors in this regard. Reno answered

that that is what Cabot would like to do, that we cannot stay ahead of our competitors in every type of benefit but can probably stay ahead when all benefits together are considered.

There was a discussion of the practice of working on holidays at the various plants.

L. W. Pursell asked whether THE GUIDE specified how Committeemen should be elected. He stated that he thought it would be better to use some method besides calling the employees together hastily, having nominations from the floor, and voting without much consideration. Neil Moreland explained that at Estes there are first nominations by secret ballot and then voting by secret ballot on the names receiving the most nominations. Reno said it was the responsibility of the Committeemen to conduct the election, with the help of the Plant Office Manager or Clerk, and that in most cases they handle it any way they prefer. He read from THE GUIDE the section of the bylaws in regard to conducting Employee Committee elections, and promised to send each Committeeman a copy of these bylaws.

Raymond Johnson asked whether Ordnance employees can participate in the Employee Educational Program. Jimmie McCune answered that this program applies only to regular employees and so far has not been extended to the Ordnance group. Reno said consideration would be given to allowing Ordnance employees to participate in this program.

John Gray asked whether the course selected had to pertain to the work the employee is doing to come under the

Employee Educational Program. Jimmie said that in order to be approved a course had to be one that would make the employee more valuable to the Company — either in his present job or in some job he might be promoted to in the future.

Neil Moreland asked whether an employee already enrolled in a course could get approval on it and receive tuition refund. Jimmie answered that in some cases this had been done. He recommended that anyone considering taking a course consult him in advance, as he has a great deal of material and is able to help the employee decide on the course that will be the most profitable. Courses must be approved by the Plant Superintendent or department head and the Industrial Relations Department.

John Gray asked whether the Employee Educational Program applied only to I.C.S. courses. Jimmie answered, "Courses can be from any recognized school. We have a Government list that covers nearly any course you might want." John Martin asked whether an employee could receive a leave of absence to attend college under this program. Jimmie answered that this could not be done.

H. C. Blackshear said the Dixon Plant employees were paying 98¢ a pair for work gloves and understood that the wholesale price for them is about 50 or 55¢ a pair. He said if the Company should furnish gloves again, he believed the employees would cooperate and not abuse the privilege of having them, that he thought anyone except a Packer would need only one pair a week. He added that if the Company still felt they could not furnish gloves, it would help if they would buy them wholesale and sell them to the employees

like they do safety shoes. Reno said he would carry this request to the Carbon Black Department, that furnishing gloves looked like a small item but that with all plants considered it would take a substantial amount of money.

The meeting adjourned at 4 p. m.

Recorded by:
Elsa Plants

GENERAL COUNSEL'S EXHIBIT No. 12 (Continued)

EMPLOYEE REPRESENTATIVES MEETING

Cabot Auditorium
Pampa, Texas
March 21, 1956

Reno Stinson conducted the meeting of employee representatives, which convened at 9:30 a.m. James A. McCune, Bert Arney, and Frank Walker attended the meeting, and the following employee representatives:

Canal (International Chemical Workers Union)	Donald Walden
Dixon (Employee Committee)	A. A. Cunningham
Kermit (Employee Committee)	Harmon F. Stump

Pampa (Employee Committee) and Schafer A, Schafer B, and Pampa Unit of Oil, Chemical and Atomic Workers International Union ..... J. W. Henderson

Schafer A (Employee Committee) ..... Lonnie J. Powell

Schafer B (Employee Committee) ..... John B. Martin

Ville Platte (International Chemical Workers Union) ..... Ray J. LaFleur

Cabot Shops (Oil, Chemical and Atomic Workers Union) ..... Roy Griffin
(Employee Committee, Fabricating) ..... Joe Wheeler
(Employee Committee, Tin Shop) ..... R. E. Horton
(Employee Committee, Machine Shop) ..... I. T. Goodnight

Estes (Employee Committee) ..... Ronald D. Twentier

Walton (Employee Committee) ..... John B. Coffee

Pampa Office (Employee Committee) ..... Evelyn Johnson

Warehouse (Employee Committee) ..... Gerald Vaughn

Research & Development
Mills Lab (Employee Committee) ..... Bryce Hubbard
Schafer Lab (Employee Committee) ..... B. R. Forman

Reno explained that the main purpose of the Employee Committees is to handle the suggestion plan. He said, "There has been some discussion for several years in regard to the wisdom of having both an Employee Committee and a Union Committee at a Union plant." He said the splendid cooperation between the Union Committees and plant management in recent years had led to this discussion. He said the good cooperation from the Union groups had caused a lot better feeling among the foremen toward the Unions.

Reno said the management at Canal and Ville Platte had suggested bringing their Union chairmen to this meeting and had also suggested letting the Union Committees handle the suggestion plan. He explained that since Employee Committeemen had already been elected in the Panhandle plants and since Willard Henderson was not only Employee Committee chairman at Pampa but also the chairman of the carbon black Central Union Committee for the Panhandle plants, it had been decided to let the Employee Committee chairmen from the Panhandle plants attend and let Henderson also represent the Union's carbon black group. Reno said, "I don't know whether we will have an Employee Committee in any of the Union plants next year. I am glad to see you Union representatives in here."

The Suggestion Plan

Enumerating some of management's objections to the suggestion plan, Reno mentioned hurt feelings when suggestions are not awarded, difficulty in explaining to an employee why his suggestion is not due an award, one man's turning in so many suggestions that management feels ashamed to turn down all of them. He explained that Cabot Shops has no suggestion system because they have an incentive bonus and their improvements are supposed to be a group effort. Roy Griffin expressed the opinion that the Shops could still benefit by having a suggestion system. Reno said he might talk to Mr. Pickett about it. I. T. Goodnight reported that when they had a suggestion system at the Shops, they had some men giving more time and thought to their suggestions than to their regular job, which is of course unfair to the Company and to their fellow employees. Roy said he thought a suggestion box would be a good thing, even if no cash awards were made. Reno pointed out that in an operation like Cabot Shops it is easy to get a pile of little suggestions. R. E. Horton said he thought a suggestion box in the tin shop would fill up in a hurry.

Reno passed out a report on suggestions and awards during 1955, explaining that the suggestion system doesn't cost the Company a great deal of money, that it is supposed to create job interest. A few suggestions have been given special consideration and received special awards.

Alton Cunningham pointed out that at Dixon Plant it is the Committeemen's responsibility to carry a rejected suggestion back to the man who submitted it, explaining to him why it was not given an award.

Ray LaFleur said the Ville Platte employees had lost interest in the suggestion system because they felt that their suggestions were not given proper consideration. Ronald Twentier said some supervisors didn't appreciate receiving suggestions. Don Walden pointed out that it is discouraging to a man to have a suggestion awarded and then not put into use.

J. W. Henderson said the men at his plant had been discouraged because one very good suggestion had been turned down and the suggester had been told that the problem involved was one for the engineer's to figure out. Don Walden said it was also his opinion that the engineers sometimes feel that they should have the chance to work out problems without the help of employees' suggestions. He said sometimes the employee could first sell an engineer on his idea and then the engineer would sell it to management. Reno added, "You don't want the engineer to get the idea you are trying to show him up."

Reno explained that plant management does have to go through the Engineering Department to get certain changes made — sometimes through Research and Development and sometimes through Cabot Engineering Company engineers. He said that often this takes time. He also pointed out that sometimes plans are under way for making a major change that would make minor changes recommended in a suggestion no longer needed. He said that it was the Committee's responsibility to encourage worth-while suggestions, to explain to management the employee's position in making the suggestion, and to recommend awards, but that the final decision on whether a suggestion is awarded and the amount of an award is up to plant management. He added

that some Committeemen also have the job of selling plant management on the idea of considering the employees' suggestions. He also pointed out that silly suggestions and suggestions for minor conveniences and improvements are time consuming and a nuisance to the busy superintendent.

Alton Cunningham asked whether there is a time limit on suggestions. Reno answered that there is no time limit and that special bonus awards are considered in the Pampa Office. He told the Committeemen that if they think a suggestion at their plant is due a special award, they should recommend it. He said suggestions that increase production or that definitely save money are the type of suggestions due consideration for a special award.

Harmon F. Stump asked whether a suggestion in use at one plant is due an award at another plant. Reno said such suggestions are not supposed to be awarded.

Reno asked the opinion of the group on whether the suggestion plan is worth while. J. W. Henderson said he considered it a good thing, that the $64 question was how to keep the boys "on their toes" and interested. He told of one suggestion turned down by management, later proved by the employee and awarded $25.

Don Walden said he considered the suggestion system an excellent means of encouraging the employee to figure out a better and safer way of doing his job.

Alton Cunningham said that at the Dixon Plant the engineers help the men with their suggestions and that in some cases the foremen also help. He said, "We always

prove our suggestions before we award them." Reno said that was supposed to be the procedure.

Bryce Hubbard said he considered the suggestion system very successful at Mills R. & D. He reported that their management encourages it — often advises an employee to put an idea in writing so it can be awarded. Reno described R. & D. as an ideal plant — said they are supposed to manufacture ideas!

Ronald Twenties said there was a lack of interest in the suggestion system at Estes. Reno pointed out that there are more suggestions in some plants than in others, that a new plant can be expected to have more, since there is more room for improvement.

Amending Bylaws of the Cabot Employee Committees

The employee Committee representatives (constituting a majority) voted unanimously to amend Paragraph No. 2 under "Purposes" in Bylaws of the Cabot Employee Committees to read:

2. To provide a definite procedure for considering employees' ideas. As an example, the following problems are of mutual interest to employees and management:

   a. Safety.

   b. Increased efficiency in production.

   c. Conservation of supplies, materials, and equipment.

d. Encouragement of ingenuity and initiative.

e. Grievances (nonunion plants or departments).

Sick Leave

Ray LaFleur proposed a 90-day sick leave plan, said he would guarantee that such a plan would not be abused at Ville Platte. He said the Union Committee would be responsible for investigating questionable cases. He pointed out that the present plan does not provide enough protection to enable the employee to make car payments, house payments, etc.

Reno Stinson explained that sick leave is one of the benefits on which it is difficult to figure the cost. He pointed out that our present plan allows approximately 60% of the employee's regular pay for 26 weeks, the first 13 weeks paid by the Insurance Company and the second 13 weeks by the Company. This is in addition to the one week of vacation that the employee is allowed to save for emergency use. Reno also explained that a sick leave plan is a wage cost.

Joe Wheeler expressed the opinion that the sick leave proposal the employees voted on last October was unacceptable because the employee would have been paying for something he would not use.

Roy Griffin asked how our benefits compare with those of other companies. Reno answered that we have more benefits than do any of our carbon black competitors' em-

ployees but less than some of the oil companies, particularly the majors.

Joe Wheeler said he favored a sick leave plan that only the man who is sick benefits from — one with no provision for time off with pay or a bonus if the sick leave is not used for sickness. Reno stated that even in a plan such as Joe recommended large costs were involved. Ronald Twentier pointed out that a sick man at work is likely to hurt himself or someone else.

John B. Coffey said it would help if there were some provision for the three days before a man's sick benefits begin. Reno explained that insurance companies don't want plans that provide for the first three days, partly because of the big administration problem and partly because most illnesses are of short duration.

Roy Griffin said that the City of Pampa has a good sick leave plan. Reno pointed out that government salaries are lower than ours. Roy said he believed the employees would be willing to take two or three cents less in wages if they could have a good sick leave plan. He said, "A lot of us think Cabot is getting into the oil and gas business and wonder if we will have benefits like the oil companies."

Reno answered, "We still have to face the fact that carbon black represents 60% of our business; that is the controlling factor."

Joe Wheeler stated that at the Shops the employees feel that they are about as close to the oil business as possible. Reno explained that Cabot Shops' competitors are the fel-

lows who make pumping units, and that you have to compete with your competitors to stay in business. Roy Griffin said, "We are surrounded with oil companies, and if our standard of living is not as high as that of those who work for the oil companies, we will not be able to hold our employees."

Reno answered: "That is exactly right. Mr. Burdette said yesterday that management has to take that into consideration — and to keep the Company sound. I am giving you the Company's viewpoint. I am always giving the Company your viewpoint. I try to do a good job of that. When I analyze it, I don't know whether sick leave is worth the money it would cost. We have the cheapest sick leave for one week, by saving a week of vacation. By taking the reserve week and receiving sick leave pay after the first three days, the employee can almost break even for three weeks."

Ronald Twentier asked why the Company could not make a pay advance to a man in financial straits. Reno explained that there is a provision for emergency advances, with the department head's approval.

Alton Cunningham asked what a sick leave plan would cost, expressing the belief that the average man is not sick two weeks a year. Reno estimated that two weeks a year, if used, would cost about 10¢ an hour.

Roy Griffin pointed out that even the lower paid monthly men have full pay when sick. Ronald Twentier said that was treating two groups of Cabot employees in a different

manner. Reno said these monthly people also don't receive time and a half for overtime.

Joe Wheeler said he couldn't see why a sick leave policy would not be feasible. He said he had not been sick 30 days out of the 15 years he had worked for Cabot. Reno pointed out that if he had been paying for sick leave all this time, he would have been paying for the other fellows' misfortune.

Roy Griffin asked what insurance company will carry our insurance under the new plans. Bert Arney answered that Aetna will carry everything except the annuity and Ville Platte's hospitalization plan.

Reno closed the sick leave discussion by suggesting that the Committeemen try to sell plant management on the idea and promising to try to arrive at some accurate cost estimates. He said Shamrock had put in a plan last year and that he had heard it had cost three times as much as they had expected in the first year. He concluded, "I will see if I can get more and better figures from the people who have sick leave plans, and I will take it up with top management again."

Distribution of Company Houses

Ronald Twentier asked whether the Company has a policy on distributing houses on the basis of job or seniority. He said it had been his opinion that the larger houses were for the larger families but that the practice had been to give the larger houses to the men in the higher jobs. He said, "I think a man's need has nothing to do with his position.

At one time they considered seniority only if the families were the same size."

Reno answered that the distribution of houses was left up to the man in charge of the plant, but said he would check into it. He explained that company houses create problems and that most companies are getting away from owning houses. Ronald suggested that there be a more definite policy on the distribution of houses.

Days Off for Shift Men

Ronald Twentier said that at his plant a shift man keeps the same days off as long as he stays on the same job. He said if a man who has Monday and Tuesday off loses a day at the last of the week, he is not allowed to make it up. Therefore a man who has his days off at the first of the week is at a disadvantage. John Coffey explained that a man is permitted to make up days, with management's permission, provided it is in the same pay week. Reno pointed out that a superintendent has to justify overtime and that the practice is to permit the man to make it up if no overtime will be involved.

John Coffey explained that at gasoline plants if an opening occurs the man with the most seniority has the choice of days off.

Job Classifications in Use at One Plant and Not at Another

Ronald Twentier stated that although Walton and Estes are approximately the same size, Walton has job classifications filled that are not filled at Estes. He said, "At our plant regardless of our seniority and ability, we do the work

for gang wages. I think we are being discriminated against." He said if the Plant Superintendent's job at Estes had been filled, that would have meant advancements, that they have not had but one advancement in ten or eleven years. Reno explained that Steve Neely's knowledge had been worth a great deal to the Company but that his health had caused him to be somewhat inactive for several years. He said, "The Company didn't consider it necessary to add another man because of Steve Neely's retirement." Reno also promised to check into Ronald's complaint regarding classifications in use at Walton but not at Estes and to give him some kind of an answer.

Alton Cunningham said the Dixon Plant employees wonder why they have no Towmotor Driver classification while other carbon black plants do have it and the man so classified receives more money for this work. Don Walden expressed the opinion that a man doing the work of a classification as much as 75% of his time should be given the classification. Reno said that was usually the standard, explaining that these are plant problems and should be worked out according to local conditions.

Transfers from Plant to Plant or to Another Department

Ronald Twentier said that at Estes there have been few advancements over the years. He complained that there had been openings in other departments for which Estes men were qualified, but that they had not been considered, that several Walton employees had advanced into other departments. Reno told him that Estes men had been considered for work in other departments; he mentioned the case of an Estes employee with office experience who had

been considered for several jobs but was making more money than the jobs open would have paid.

John Coffey expressed the belief that a standard procedure for transferring from one plant or department to another within the Cabot organization should be set up — with employees in all plants notified of openings, so that everyone would have greater chances for advancement.

Reno explained that most of our transferring had been done when plants were shut down. He explained, too, that Cabot Shops, Ville Platte, and Canal have plant seniority and anyone transferring to one of those plants must start as a new employee. John asked particularly about the procedure for transferring from the Gasoline Department to the Oil and Gas Department. Reno said the best procedure would be for a man who wants to transfer to let the Industrial Relations Department know. He said that when the Oil and Gas Department needs a man they check with the Industrial Relations Department to see whether there is a man in the Company with the needed qualifications. He explained that Oil and Gas Department men have to have special qualifications, since in most instances they work alone, with no supervision. He said the Company realizes that Gasoline Department men have had less opportunity for promotion than the men in most of the departments and that Moon Martin went over the records of our Gasoline Department men and is familiar with them. Raymond Ellis was picked for the Field Engineer's job.

John Coffey said some of the men were wondering about the possibility of transferring to TB&C and keeping their seniority and benefits, since it is an operation similar to

gasoline plant operation. Reno answered that a man going to work for TB&C would lose his seniority since it is a separate company and Cabot owns only a part of it. He reported that Harold Hasten had applied at TB&C, had passed his physical and been employed, and is now back at his job at Kermit, waiting until there is a job for him at Houston, that the Company is cooperating with him to that extent. He explained: "Since that is not a Cabot activity, they naturally don't want us to tell them whom to employ. Although Gene Green is the President, they don't want the President to do the hiring. If I were interested, I would go down there and look the situation over. We will work with anybody by furnishing their history and work record, which is the best recommendation possible."

Pay While Serving National Guard

John Coffey told of an employee who has to spend his vacation each year attending National Guard camp and stated that some of the major oil companies allow the man the difference between his regular pay and what the Government pays him, for at least one week while he is on active duty. He asked whether Cabot would consider such a plan. Reno said Cabot does allow a leave of absence without pay. He said a man taking one week of vacation would of course receive one week of Company pay and two weeks of Government pay and should be able to manage, especially since he receives Government pay through the year for attending National Guard meetings.

Being Required to Take a Certain Job or Be Laid Off

John Coffey asked whether a man who refuses to accept a certain job could be terminated. Reno answered that at some plants the youngest man from the standpoint of sen-

iority could be required to take a shift job, and that if nobody would take the job, the youngest man would have to be laid off so that someone could be employed for the opening.

Telephone Calls during Night Shifts

Ray LaFleur asked whether there could be a light that would come on when the plant phone rings at night, so that his wife could get in touch with him in case of an emergency. Reno said he thought Ville Platte plant management would be willing to make some provision for letting the men know when the phone rings at night, if they would not abuse the privilege. Ray suggested they try it out and, if it is abused, discontinue it. Reno said the thing to do would be to talk to Ray Gibson or Ray Bowen about it. Don Walden said at Canal they have telephone extensions in the supply room and the service building. Alton Cunningham said that at Dixon they have an air whistle and two phones, one in the printing room and one in the shop. John Coffey reported that Walton has an air whistle.

Correspondence Courses under Employee Educational Program

Joe Wheeler asked about the procedure for receiving refunds on correspondence courses. Jimmie McCune explained that on courses approved by the superintendent and the Industrial Relations Department the man is refunded 40% of the cost upon completion of the first half and a second 40% upon completion of the course. Joe Wheeler told of one employee who has almost finished a course but who had been under the impression that it would not be eligible and now felt that others were receiving pay for taking courses no more nearly related to their work than his. Jim-

mie suggested that the man talk to Mr. Pickett, stating that if Mr. Pickett sees any possible connection between the course and the man's work, the Industrial Relations Department will be glad to consider it. Reno explained, "We don't pay for music or art, but we stretch a point to help a man on anything that might benefit him in the future with the Company." He said that in the case Joe had mentioned he thought there had probably been some misunderstanding.

Roy Griffin asked whether the Company had a list of preferred schools. Jimmie McCune answered, "We have a list of accredited schools, published by the Government." He agreed to furnish Roy a copy of that list.

Short Come-Back Policy

Reno told of a tentative policy for paying time and a half to a man who returns to work without having been off as long as twelve hours. He said it does not apply to Relief Men, Guards, etc., since irregular hours are a part of their job, or to a man off as long as twelve hours except for a call-out during this period, or to a man working a short come-back at his request or for his own convenience. He described this policy as "a penalty to management for not arranging the work so as not to require a short come-back."

(Note: Following this meeting a slightly different policy was approved by management.)

Length of Work Day for Shift Workers Working in the Gang

Bryce Hubbard asked whether a shift man not needed for tour work and working in the gang but still drawing shift

wages should work his regular eight-hour day or should be on the job eight and a half hours, including 30 minutes off for lunch, like the others in the gang. Reno answered that a shift worker working in the gang should work the same hours as the other gang workers. Willard Henderson reported that the practice at Pampa Plant is for a shift worker doing warehouse work to begin work at 8:00 and quit at 4:00, just the same as when doing shift work. John Martin said at Schafer the shift worker is on the job eight and a half hours if he is doing day work, just like the day worker beside him. Henderson suggested that this be left up to the Plant Superintendent.

Bathing Time for Sandblasters and Painters at Cabot Shops, and Sandblaster Rate

Roy Griffin said the Sandblasters and Painters at the Shops feel that they should receive bathing time. Reno told him that should be taken up at a Shops Committee meeting. Roy expressed the opinion that Sandblasters should also receive either a higher wage or an allotment for clothes, as their clothes wear out quickly, especially their shoes. He said this is a skilled classification and that he considered the men in it underpaid. Reno described it as semi-skilled. He said he thought Mr. Pickett would be glad to study the situation.

Wage Increase

Gerald Vaughn said, "We appreciate our wage increase last year and would appreciate any further raises." John Coffey said he thought the subject of a raise had been covered by Buck Burdette in his talk at yesterday's meeting.

Reno said: "I have, of course, talked to management about our wage situation, and if they had not been thinking about it, Mr. Burdette would not have talked so much on it. The Oil Workers have reopened on wages. The Union at Canal has asked for an increase. I know that the Gasoline Department is neighbor to the majors who have recently increased wages. But I think Mr. Burdette explained the Company's position on that quite well. We take wage increases made by the oil industry into consideration, but we don't follow the oil pattern. However, since 1951 we have increased just about as much as the general oil pattern."

Reno explained two charts on our wage increases since 1941 compared with the average for manufacturing in the United States and with the increase in the cost of living, showing that our increases through the years have been well above the average and substantially greater than increases in the cost of living.

The meeting adjourned at 12:00 noon.

Recorded by:
Elsa Plants

GENERAL COUNSEL'S EXHIBIT No. 13

COPY

CABOT CARBON COMPANY
Box 1101
Pampa, Texas

May 24, 1954

Superintendents and Employee Committee Chairmen

Gentlemen:

It has been suggested that we revise our vacation policy in regard to hourly employees to allow those employees who wished to always have one week's vacation saved up so that they could use it in case they were sick or in case of serious illness in their family.

It would work like this: Employees who wanted to could take only one week of their vacation this year, thus saving a week over for emergency. Next year they could take their regular two weeks and still keep one week in reserve. If they were sick and had to take their reserve week, then the next year they could take only one week and save one week again. They would not be allowed to take three weeks at one time except, of course, in case of a three-weeks illness. It would not be compulsory on anyone to save up a week, and — the same as present policy — the vacation allowance would be based on the rate of pay at the time the vacation was taken.

If any of you have any comments, other suggestions, or objections, please let me know right away.

Yours very truly,

RENO STINSON
EP
Reno Stinson

RS:EP

GENERAL COUNSEL'S EXHIBIT No. 15
10/13/54

NOTICE TO CANAL PLANT EMPLOYEES

WE WOULD LIKE TO CHANGE OUR POLICY OF JOB BIDDING, AS REQUESTED BY PLANT COMMITTEE, FROM THE NOTICE POSTED 3/3/54, TO READ AS FOLLOWS.

TO CLARIFY OUR POLICY ON JOB BIDDING, WE WILL POST ON THE BULLETIN BOARD ALL PERMANENT JOBS WHICH COME OPEN IN ALL CLASSIFIED JOBS ABOVE REPAIRMAN AND WAREHOUSEMAN, EXCEPT WHEN MEN ARE DEMOTED DUE TO SHUTTING DOWN OF UNITS, AS IN THE CASE OF THE PACKERS, WHO AT THIS TIME HAVE BEEN RECLASSIFIED AS WAREHOUSEMEN. THEY WOULD HAVE THE CHOICE OF RETURNING TO THEIR FORMER CLASSIFICATION FOR SIX MONTHS FROM DATE OF DEMOTION WITHOUT THE JOB BEING POSTED. THEY WOULD BE RECALLED ACCORDING TO SENIORITY.

H. S. AYRES

GENERAL COUNSEL'S EXHIBIT No. 21-A

COPY

CABOT CARBON COMPANY
Ville Platte Plant
Box 572
Ville Platte, Louisian

March 3, 1955

A meeting between Plant Management and the Employee Committee was held in the Ville Platte office at 2:30 p.m. March 3, 1955.

Present were:

Plant Management	*Workmen's Committee*
R. T. Bowen	Lionel Fontenot
R. J. Champagne	Pershing Roberie
	John W. Miller

Bowen apologized to the committee for not getting together with them sooner since the election of the new committee and explained that the delay was brought about by other important business demanding immediate attention. He congratulated Lionel and Pershing on their re-election and then congratulated and welcomed John Miller as a new member of the employee committee.

The committee decided that John Miller would represent their group at the coming Employee Committee meeting in Pampa on March 15.

Pershing Roberie brought up the problem of not having urinals on the warehouse dock and as a result of this there was one area along the dock which was beginning to smell rather strong. John Miller suggested that urinal troughs be built in about two locations along the dock for this purpose. Bowen said he would take this matter up with George Gray and others concerned and see if something could be worked out.

The committee then said that they thought it was time that the water coolers be installed for the warehouse. Bowen explained that the reason the coolers had not been re-installed yet was because they wanted to be sure that the cold weather was over and that the coolers would not be subjected to freezing. Ray said that he thinks it will be safe to install them now and will see about getting this done.

Bowen asked the committee if they had any other problems they would like to bring up. They had no further business; meeting adjourned at 3:00 p.m.

RTB:cjc

cc: RDG, RTB, RS, CLW, DMC, FRW, Central File

GENERAL COUNSEL'S EXHIBIT No. 24

MINUTES OF EMPLOYEE-MANAGEMENT COMMITTEE MEETING

CABOT CARBON COMPANY
Inter-Office Correspondence
Box 1101
Pampa, Texas

April 8, 1955

The first half of this meeting was spent discussing the awarding of two permanent jobs in the Rubber Laboratory, classification of Rubber Tester. The following men participated in this discussion:

Charles Carter, Henry Bensel, Doug Boyd, Cecil McCarrell, Warren Ritter, Kenneth Worden, Jarvis Johnson, Earl New, J. C. Scott, Bryce Hubbard, Bob Boyd, Dick Hendricks, Al Cobbe, and Art Dobbin. After the subject had been discussed, Nell Turpen was asked to come into the meeting to serve as secretary.

It was stated that the following men had made bids on the jobs: Charles Carter, Henry Bensel, Alva Haigood, Doug Boyd, Cecil McCarrell, and Warren Ritter. After discussing the job Haigood, Boyd and Ritter withdrew their bids. The merits of the other three men were discussed and it was decided to award the jobs to Charles Carter and Henry Bensel, who had more seniority. While it appeared that McCarrell had more seniority, a telephone call to Jimmie McCune in the Industrial Relations department revealed

that employees coming to other plants from Cabot Shops and Ville Platte do not carry their plant seniority with them with respect to job bidding. McCarrell had worked in Cabot Shops from 8-3-48 to 3-30-53 and with Cabot Engineering from 3-30-53 to 6-16-54. Since 6-16-54 he has been classified as a utilityman in the R. & D. department. Bensel has worked continuously in the R. & D. department since 10-16-50 and Carter since 8-28-50. Therefore it became evident that McCarrell did not have sufficient seniority to obtain this job. The Management Employee Committee agreed unanimously on this decision and the matter of ability did not enter into the decision as it was agreed that all three men were equal in ability.

Following this portion of the meeting the Committee took a fifteen minute break. The following men reassembled to complete the items of business to come before the Committee: Earl New, J. C. Scott, Bryce Hubbard, Bob Boyd, Dick Hendricks, and Al Cobbe, with Nell Turpen acting as secretary. Art Dobbin was present for a few minutes saying he would be unable to remain for the rest of the meeting. Bryce Hubbard reported that the men outside had requested Art to attend each Committee meeting when at all possible. Art sent word to the men that he appreciated this request and that he would be glad to attend every meeting that he possibly could.

Several suggestions had been placed in the suggestion box from the plant and these were read to the group by Dick Hendricks.

(May 13, 1955)

1. It was suggested by Harry Hughes that a liquid level safety switch be installed in the hydraulic system on the presses in the rubber testing laboratory. After a thorough discussion, the Committee decided that the advantages of the device suggested did not merit an award.

2. Charlie Cox suggested that if space permitted that a shut-off valve be placed before the orifice flanges on the Phillips furnace. This would enable a burner or orifice change in this furnace without shutting down both units.

This was considered a good suggestion but it was decided to hold the award until the situation could be investigated to see if space permitted the installation of such a valve. In the event the installation could be made an award of $10.00 would be made.

3. Charlie Cox suggested that a regulator be placed on the gas line to the black burner controlling the amount of gas feed into the burner to insure an even gas flow.

In the discussion that followed the presentation of this suggestion it was revealed that a regulator had already been installed in the black burner. It was decided that Dick Hendricks would check to see exactly when the regulator was installed and at whose suggestion. If Cox made the original suggestion then an award would be made.

4. Proper use of tools and methods of maintenance was discussed.

The suggestion was made by the committeemen that a longer notice be given for jobs up for bid. It was agreed that

in the future the notices would be posted at least two weeks in advance.

Hubbard said the men outside were wondering what had prompted the posting of the notice to Operators on the Bulletin Board concerning senior operators. Bob Boyd said some of the operators had said they did not know of the policy that the senior operator of each shift was in charge and was responsible for instructing and training the junior operator on shift with him, and the MEMO was posted for their benefit.

The secretaries were instructed to make vacation schedules to be posted on the bulletin boards at their earliest convenience.

Transcribed April 12, 1955 by Nell Turpen

GENERAL COUNSEL'S EXHIBIT No. 24 (Continued)

MINUTES OF COMMITTEE MEETING MAY 10, 1955

COPY

CABOT CARBON COMPANY
Box 1101
Pampa, Texas

The following were present: Earl New, J. C. Scott, Bryce Hubbard, Al Cobbe, R. S. Boyd, R. E. Dobbin, and Nell Turpen acting as secretary of the meeting.

Several suggestions had been placed in the suggestion box from the plant and these were presented to the group by Bryce Hubbard.

1. Lester Herr suggested that a wooden table 10' x 40" be built in the north end of the north room of the shop to be used as a lay-out table for sheet metal work. The table should be equipped with a drawer with a lock, a hot plug for electrical equipment, and the lighting arrangement should be improved so detail work could be done more efficiently.

The Committee agreed this was a good suggestion and recommended an award of $10 be given Mike. They suggested, however, that Mike visit the Cabot Shops to see their arrangement for lay-out work and draw up a detailed plan of the table complete with correct measurements in order for the installation to be made.

2. Don Meador suggested that a sample storage shelf be installed in the packing house to get the samples off the floor.

It was the opinion of the Committee that while a shelf might be helpful in keeping samples dry it would also tend to collect dirt and would make it more difficult to clean up the room. Since there are already plenty of shelves in the storage house at Kingsmill they suggested a possible remedy for the packing house problem might be more frequent pick up of samples.

3. Don Meador also suggested that some method for watering the trees along the road to the pilot plant be installed.

He suggested either laying a new water line on the east side of the pilot plant with risers at intervals for watering purposes, or placing risers on the present water line. The Committee agreed a new watering system for the trees would release the truck and also a man for other details and recommended a $10 award for this suggestion. They also asked that Don make a better sketch of his proposal in complete details so the job could be done.

4. In the last Committee meeting a suggestion was read from Charles Cox concerning a regulator on the gas line to the black burner. Dick Hendricks had investigated this matter and found this suggestion to be original with Cox. The regulator had already been installed and is in use. An award of $15 was given for this suggestion.

(May 13, 1955)

In the discussion of the regulator on the gas line to the black burner it was brought out that the gas pressure would rise overnight from ten pounds to thirty-five pounds, and this increase in pressure was believed to be the cause of the black burner damage recently. In connection with this Art mentioned that the gas bill for the R. & D. Department runs from $600 to $800 per month and that any time it is possible to cut down on the gas consumption it would be to our advantage to do so. It was suggested that at times several stoves could be completely shut off. It was also suggested that one furnace on the unit might possibly be shut off when not in use. All agreed to act on these suggestions.

The subject of operating without time cards was brought up. Art said that Reno had given us permission to operate without use of the clocks and it seemed to be a good idea, but some of the fellows in the pilot plant felt that the clock records were important and they had rather keep it. Earl said it didn't make any difference to the Rubber Lab group which system we used. Art said the matter was not closed but still open for discussion.

Scott and Hubbard were asked to get the opinion of the men in the pilot plant on working on Memorial Day. The Rubber Lab will work a skeleton crew on Memorial Day.

Earl was asked to take a poll of the Rubber Lab group to see how many wanted to work early on week ends.

Art said some painting and extra maintenance work needed to be done in the department and wanted to know if the group would object to bringing a C.E.C. crew in to do the work. It was agreed by the group that our whole department was tied up with the work programs already in progress and planned work already laid out, and they thought it would be a good idea for this additional work to be done by the C.E.C. crew.

Earl said some confusion had arisen by announcements being made during the coffee period and the evening crew not being present to hear it. He said all major announcements were given to the evening crew but sometimes they were overlooked by lesser announcements. Al said that such announcements would be made by way of Memo hereafter.

The meeting adjourned.

Transcribed by Nell Turpen, May 11, 1955.

EARL J. NEW, JR.
R. S. BOYD

GENERAL COUNSEL'S EXHIBIT No. 24 (Continued)

MINUTES OF EMPLOYER-EMPLOYEE COMMITTEE MEETING, AUGUST 5, 1955

COPY

CABOT CARBON COMPANY
Box 1101
Pampa, Texas

August 8, 1955

Attending: J. C. Scott
F. B. Hubbard
J. A. Thompson
A. G. Cobbe
R. S. Boyd
R. L. Hendricks
Nell Turpen, Secretary

Two suggestions had been given committeemen for presentation at this meeting.

1. Buddy Morgan, in the Rubber Lab, suggested that a rack or bracket be placed on the instrument panel adjoin-

ing the Firestone Flexometer to hold the needle used to take temperature of the flex blocks. This needle is expensive and very easily broken. The suggested rack has already been installed and works efficiently. This idea was accepted by the committee and given an award of $15.

2. Harry Hughes suggested that the wire now in use on the explosion doors of the pilot plant unit be replaced with safety chain and hooks. It was agreed by the committee that this should be done, and an award of $10 was made for this suggestion.

The advisability of placing a Coke Machine in the Rubber Lab was discussed. John Thompson was asked to check with the men in the lab to see if they would want such a machine in the lab, or if they would rather continue getting their cokes from the clock room outside.

Bob Boyd was asked what the work schedule was for the men in the pilot plant. Bob gave a resume of the active projects and for the immediate future.

The question of overtime work in our department was brought up, and it was asked what the policy was. Bob explained that where maintenance and small construction jobs were concerned, our present personnel could do it, that it was only on large construction jobs that came at a time when our work schedule was overloaded that C.E.C. crews were called in. It was explained further that some projects needed to be done in a hurry, and at these times extra men were called in to help. Some of our projects are planned

and carried out jointly between our department and the Engineering Department. On these projects C.E.C, may furnish some of the personnel. Some of the present work in our department are joint projects.

Work on Labor Day was brought up, and the committeemen were asked to take a vote in both crews to see if the men wanted to work. They are to advise their supervisors.

Hubbard said that some of the men in the pilot plant had asked him to see if a chart showing overtime could not be kept for their group and be posted in the clock room, or at least be available, for everyone to see. Al Cobbe said that such a record was kept for the Rubber Lab group. This sheet was shown to the men and it was agreed such a record should also be kept for the pilot plant group.

It was brought up that the operator on some shifts recently had been working alone on a unit having to operate and take samples too. It had been rumored that this plan was to continue and that every shift would be handled in this way. Bob said that such was not planned. That it had been only during the Vulcan 9 production run and a project at the Pampa Plant at the same time that caused such a condition to exist in the past. He said that two operators would be scheduled for each shift. He said, however, that if both units at the pilot plant should be started up, maybe two operators and one man to make weight checks would

be sufficient. This number of men was believed to be sufficient according to Bryce Hubbard.

John Thompson
JOHN THOMPSON
R. S. BOYD
R. S. Boyd

Notes transcribed by NT, August 8, 1955

GENERAL COUNSEL'S EXHIBIT No. 24 (Continued)

SPECIAL MEETING OF THE EMPLOYEES COMMITTEE

COPY

CABOT CARBON COMPANY
Box 1101
Pampa, Texas

September 28, 1955

Attending: J. C. Scott
F. B. Hubbard
Earl J. New
R. L. Hendricks
R. S. Boyd
P. D. Powell
Nell Turpen, Secretary

Dick Hendricks stated the purpose of this meeting as follows: this meeting was called to discuss the classification and disposition of L. O. Thornton, Working Foreman. He said everyone knew that L. O.'s work in this classification had been very limited for some time, and that it was not customary to carry a person in a classification not being used. Since this was the case, the Supervisors had checked L. O.'s personnel record as to his classification at the time he was made Working Foreman and number of merit ratings he had received prior to that time. They found he had been in the next to the top bracket in the Operator's classification and that he had received two merit ratings before being made Foreman. He stated further that in this meeting they would like to discuss the advisability of putting him back in the Operator classification.

The question was asked if there was not a statement in the Guide saying that when a man was taken from a Foreman's classification he should revert back to his old classification. The answer was given that as far as could be found out, and Reno Stinson's office had been checked, there was nothing in the Guide nor any preceeding Company policy that would apply to this case. It was agreed it seemed wise to place a man in a classification where he had, in the past, done a good job. It was asked if the Committee had the right to act on a situation like this and if their ruling would stand. They were told that Reno and Art had suggested the matter be handled by the Committee.

Hubbard said that since none of the other operators would be bumped to the Utility classification and it would not affect their other privileges he saw no reason why this action would not be fair to all concerned. It was mentioned

that the other operators had been contacted earlier in the year on this possibility and there had been no objections at that time.

(October 3, 1955)

Scott made the statement that when a man steps up to a higher job and time proves he is not able to hold it, that it looked to him like there should be an unwritten law that the man should be able to go back to his old classification.

It was asked what pay bracket L. O. had been in when given the Foreman job. Dick said he was in the $2.31 bracket. Hubbard said it didn't look fair to L. O. to put him in a lower bracket. It was also mentioned that they didn't think the three men in a lower bracket or the two men in the same bracket would have any objections to him returning to that bracket. Hubbard said the only way he felt there might possibly be any ill feelings would be if he did not take turns on all of the operations, tour duty and work at the Pampa pilot plant.

The question was brought up as to what rights a person would have who was returned to an old classification in this manner. The feeling was that such a person should return with all rights as others in the plant to bid on jobs and other benefits.

It was agreed this case would be disposed of in the manner as outlined in the above discussion, and that effective the first of October L. O. Thornton would be returned to

the Operator classification at the rate of $2.31 per hour with all privileges of the other employees.

P. D. POWELL
EARL J. NEW
R. L. HENDRICKS

Transcribed by Nell Turpen

GENERAL COUNSEL'S EXHIBIT No. 24 (Continued)

MINUTES OF CALLED MEETING

EMPLOYER-EMPLOYEE COMMITTEE,
RESEARCH AND DEVELOPMENT

September 29, 1955

The following were present: Earl New, J. C. Scott, Bryce Hubbard, R. E. Dobbin, R. L. Hendricks, P. D. Powell, R. S. Boyd, and Murl Reeves acting as secretary of the meeting.

R. S. Boyd stated that the meeting was called to discuss the recent 8¢ per hour increase in pay by the R. and D. operators versus the 12¢ per hour increase received by the furnace plant operators. The wages of the furnace plant operators effective October would be $2.29 to $2.46 for the Pampa, Dixon and Canal plants, while the wages of the R. and D. operators effective October 1 would be $2.28 to $2.44.

Bryce Hubbard stated that the pilot plant operators believed that over the past four years that the plant operators received 2¢ per hour more in general wage increases than the pilot plant operators, and that the new raise would increase this difference to 6¢. Bryce stated that he believed that the shift differential pay granted February 1, 1955 made up for the 2¢ per hour difference in the past between R. and D. operators and furnace plant operators, but he believed that the latest 12¢ increase for the furnace plant operators was unfair.

The advantages and disadvantages between the working conditions of the R. and D. operators and Pampa Plant operators were discussed. The following conclusions were reached:

R. and D. employees enjoy preferred working conditions such as: security in job, diversified work, good supervision, cleaner and better surroundings, and weekends off. Pampa Plant operators have the advantages of: less work in the way of fewer unit startups and shutdowns and one type of operation, know exactly what shift they will work a month ahead of time, and have four days off after a cycle of tours. The responsibilities were agreed to be essentially the same since operators at R. and D. are required to keep accurate data while the furnace plant operators were responsible for more expensive equipment and higher production rates.

Mr. Dobbin asked for opinions on a 10¢ increase for R. and D. operators which would put the R. and D. operators equal with the Pampa Plant operators in base pay scale and the R. and D. operators would have the advantage of

the wage differential plus the listed advantages in working conditions.

(October 5, 1955)

Bryce Hubbard stated that he believed this would be fair to the R. and D. operators and would erase any differences in wage increases between furnace black plants and R. and D. operators.

RSB/mr

Signed:
BRYCE HUBBARD
EARL NEW

Approved:
R. S. BOYD

GENERAL COUNSEL'S EXHIBIT No. 24 (Continued)

MINUTES OF EMPLOYER-EMPLOYEE COMMITTEE MEETING, R. & D., 12/2/55

COPY

CABOT CARBON COMPANY
Box 1101
Pampa, Texas

December 5, 1955

Attending: J. C. Scott
F. B. Hubbard

Earl New, Jr.
A. G. Cobbe
R. S. Boyd
R. L. Hendricks
Nell Turpen

The first topic discussed was the holiday work schedule on Christmas and New Years. The work could be made up on the 17th of December and the 7th of January. The Committeemen were instructed to take a vote of the men in their respective areas to find who wanted to work and who wanted off.

It was suggested that an award of $20 be given C. C. (Wimpy) Powell for his suggestion and installation of a signal light on the agitator tank in the pilot plant. This award is to be made as soon as Wimpy submits the suggestion form.

Earl New said the fellows in the Rubber Lab had asked if they could come to work early if the need should arise. He said some time ago if a man wanted to come early in order to get off early he was permitted to do so, but some had been refused this privilege. They were wondering why this privilege could still not be granted. Al Cobbe answered Earl by saying that unless this privilege was abused by the men he saw no reason why it could not be granted. The stipulation was made, however, that men needing to come to work early should first check with Pinky Powell. If the request is granted the man may then come to work but no earlier than 6:00 A. M. at which time the Utility man is on duty. In this way no testing man would be working in the

building alone. This policy will be followed until it is abused at which time the privilege will again be withdrawn.

It was stated the election for Committeemen was near. The secretaries were instructed to prepare the ballots and place them in the hands of the Committeemen at their earliest convenience.

Hubbard asked Bob Boyd what the work schedule for the immediate future in the pilot plant would be. Bob answered it was easier right now to continue working on tour and that as long as we have men available they would continue on the present schedule.

Other phases of the pilot plant work was discussed. The meeting adjourned.

R. S. BOYD
R. S. Boyd

EARL J. NEW, JR.
Earl J. New, Jr.

J. C. SCOTT
J. C. Scott

NT

cc: RS
RED
AGC
RSB

Committeemen

GENERAL COUNSEL'S EXHIBIT No. 24 (Continued)

EMPLOYER-EMPLOYEE COMMITTEE MEETING
JANUARY 6, 1956, R. & D.

COPY

CABOT CARBON COMPANY
Box 1101
Pampa, Texas

January 9, 1956

Those attending: Curt Beck
R. L. Hendricks
A. V. Haigood
F. B. Hubbard
A. G. Cobbe
R. S. Boyd
Clay Crossland
P. D. Powell
R. E. Dobbin
Nell Turpen Acting as Secretary

The Committeemen were asked to present any suggestions that had been turned in since the last meeting. There was only one and it was made by Cecil McCarrell in the Pilot Plant group. He suggested that a control switch be installed on the day run tank to either shut off the oil flow to the tank at a certain level or to set off a horn system that would warn the operator in time to shut the oil off before it overflows. This suggestion was dated December 17, 1955, and was presented in the form of a rough drawing and not

on one of the regular suggestion forms provided for this purpose. After a thorough discussion of this suggestion, the Committee recommended an award of $10 be given Cecil. The drawing was returned to him however, with the request that he resubmit it on the regular form. It was also recommended by the group that the Committeemen call to the attention of their respective group that all suggestions to the Committee meetings should be presented on the forms provided at each of the suggestion boxes.

Art called to the attention of the Committee that Al and Curt were his administrative assistants and that there would be times when these men might request certain things to be done in line with their responsibility. He said these requests should be carried out as though they had come from himself. The book containing the job descriptions of the department were given to the group that the duties of this classification could be read.

The classification of Apprentice Engineer was discussed. The Committeemen were in favor of this classification and thought it gave the men an incentive to work toward the attainment of the classification. The possibility of the classification being made a bid job was discussed. As it now stands application is made to the supervisors when a man feels he has met the qualifications. The Committeemen were asked to get the opinion of the men as to which of the policies would be the more acceptable. A report on this inquiry is to be made at the next meeting.

R. L. HENDRICKS
R. L. Hendricks

G. CLAY CROSSLAND
G. Clay Crossland

F. B. HUBBARD
nt
F. B. Hubbard

nt

cc: RS

GENERAL COUNSEL'S EXHIBIT No. 24 (Continued)

MINUTES OF MEETING

Employer-Employee Committee, March 2, 1956

The Committee met March 2, 1956 with the following present: R. S. Boyd, C. B. Beck, Joel S. Middleton, O. E. Specht, George Adams, Bryce Hubbard, and John Thompson.

Several suggestions were read and acted upon. The first, relative to a dependable signal light as level indicator on the pull tank, had been submitted by C. C. Powell in July, 1954. The lights had been installed with the understanding that Wimpy would be paid if the device was dependable. It was agreed that the lights had been an improvement and that he should be awarded $20.00.

A suggestion was submitted by Mike Herr regarding the new power roll which has been ordered. He recommended that the switch controlling the roll should be replaced by

one on a long cord which the operator could hold in his hand at all times and thereby have better control of the roll. He also suggested that good lights be installed over the brake that has been ordered for safety reasons. It was agreed that the first suggestion was worthy of a $15.00 award, but that the suggestion to install extra lights over the brake dealt with regular lighting problems.

A suggestion by Harry Hughes was to change the location of the AC welder which is near the engine lathe with the large drill press which is near the DC welder. This change would have both welding machines in the welding shop and the large drill press in the machine shop near the lathe. It was agreed that this suggestion would be good from a safety as well as efficiency standpoint, and that Harry should be given $15.00.

The suggestion of George Adams, carried over from the last meeting, that a regular sized door be cut in the south end of the north room of the aluminum building to save steps and the use of the large door which requires two men to open, was discussed and it was agreed to award George $15.00 for the suggestion.

The keeping of overtime records was discussed, and the question of whether the accrued overtime should be kept from year-to-year or whether the total overtime be used as a basis for equalizing was submitted by Bob Boyd. After some discussion it was agreed that the year-to-year record of overtime would be fair and agreeable to all employees.

Other overtime policies discussed dealt with George Adam's driving. It was felt that it should be considered an

extra job rather than R. and D. overtime, as presently recorded, since it is paid by another department. Bob Boyd agreed to discuss this matter with Dick Hendricks who was absent from the meeting.

Bryce Hubbard stated that the operators would like for the seniority lists to be revised to show each man's company seniority for job bidding. Bob Boyd stated that this could be written in on the next seniority lists.

Inquiry was made as to when the new annuity plan would be submitted to the plant workers, and a letter was read from the Safety-Insurance Department announcing a meeting to be held March 14th for the purpose of discussing the new plan.

Signed:
R. S. BOYD
BRYCE HUBBARD

Approved:

_____

mr

GENERAL COUNSEL'S EXHIBIT No. 24 (Continued)

MINUTES OF EMPLOYER-EMPLOYEE COMMITTEE MEETING AT R. & D., APRIL 6, 1956

COPY

Reno Stinson

CABOT CARBON COMPANY
Box 1101
Pampa, Texas

April 13, 1956

Those Attending: P. D. Powell
Bryce Hubbard
Curt Beck
Otto Specht
George Adams
Earl New
R. L. Hendricks
A. G. Cobbe
Nell Turpen serving as secretary

Dick Hendricks served as Moderator.

Suggestions were presented and disposed of as follows:

1. Buddy Morgan suggested that removable plates or screens be placed over the two large openings on the front of the Goodrich Flexometer thus eliminating what he termed a safety hazard. The group discussed this suggestion

quite thoroughly and examined the machine in question, and decided that no real safety hazard existed, at least no more than any piece of running machinery. They ruled that no award was merited by this suggestion.

2. Buddy also suggested sliding shelves be added to the small table by the Mooney viscometer which would give the operator more room in which to work and would eliminate samples falling to the floor. It was agreed this was a good idea and the Committee recommended an award of $5 be granted for it.

These were the only suggestions from the men in the Rubber Lab and the Moderator asked Earl if there was anything his group wanted discussed. Earl said the men had mentioned the fact of the heavy load of samples from the plants the latter part of the week causing the curing time to carry over on Saturday, and they were wondering if some arrangement could be made with the plants whereby this situation would not exist. Al and Pinky thought by careful scheduling of the testing this could be avoided and that they would try to keep to an eight-hour curing day on Saturday.

3. L. O. Thornton suggested that a screen of ¼" mesh wire be installed between the bucket elevator and top of the pull tank to screen the black before it enters the pull tank. This suggestion was accepted and an award of $10 was recommended.

4. M. A. Milikien suggested a change in the bracing arrangement of the instrument panel board in the east control room which would give an easier access to orifices in

the air and gas lines. This suggestion was also accepted and an award of $5 was recommended.

5. C. T. Rasco suggested that a larger press be installed to take the place of the single-bag press we are now using. This suggestion was accompanied by a drawing of the suggested press. It was agreed that this was a good suggestion but the men representing the pilot plant thought there was no great need for it right now. The Committee was asked to keep this suggestion in mind, and if the work load increased to the point where it was needed the new press could be installed. No award was made for this suggestion pending if and when it should be installed.

6. C. C. Powell suggested a smooth surface or rubber coating be placed on the pins in the pelletizing machine. Preliminary tests have shown this to be an aid in the pelletizing operation. After more experimental data an invention disclosure is to be made on this idea. The Committee accepted this suggestion and recommended an award of $10 be made on the basis of the work already completed.

7. Harry Hughes suggested that all connections in the north end of the packing house be changed to overhead positions instead of on the floor as they now exist. In the discussion that followed, the fact was brought out that this building was being remodeled and that in the new building this situation would not exist. It was decided, therefore, that this suggestion did not merit an award.

Hubbard said some of the men from his group had asked if the Company would pay the same amount on finished laundry as they did on the rough service they were now

getting. Dick said he would check with Jimmy McCune and let the men know.

It was brought out that due to the transfer of Earl New to the pilot plant group John Thompson would serve as the Committeeman from the Rubber Lab and that Buddy Morgan would be his Alternate.

The meeting adjourned.

PHILIP POWELL
R. L. HENDRICKS
EARL J. NEW, JR.

Minutes taken and transcribed by Nell Turpen.

GENERAL COUNSEL'S EXHIBIT No. 24 *(Continued)*

MINUTES OF EMPLOYEE COMMITTEE MEETING HELD APRIL 26, R. & D.

COPY

CABOT CARBON COMPANY
Box 1101
Pampa, Texas

April 27, 1956

Those Attending: Curt Beck, Bryce Hubbard, George Adams, John Thompson, P. D. Powell, R. L. Hendricks, Otto Specht, and Nell Turpen as Secretary

E. W. Wilgus, a former employee at Canal, had filed a complaint against Cabot with the National Labor Relations Board protesting his discharge from the Company as being unfair treatment and making other charges of unfair treatment while he was an employee of the company. The NLRB had sent copies of the Notice of Hearing to Committee Members as Interested Parties to the Complaint. Complete copies of the Complaint had been circulated to all the employees of this department and this meeting was called to give the men an opportunity to express their feeling in the matter and to state their wishes in its disposition.

After a discussion of the Complaints the question was asked just how this case would affect our plant. It was explained that should the case actually receive a hearing and

the NLRB should rule in favor of the ex-employee complaints, it might possibly mean the abandonment of our present Employee Committee system. All of the complaints as charged would have to be proven, however, as Cabot has denied *all* the charges.

Hubbard asked if the R. & D. Committee should acknowledge receipt of the Notice of Hearing and were they required to answer the NLRB in any way. It was agreed by the group that no action was required from our Committee at this time, and if anything should be done, the Committee would be notified.

The question was asked if the NLRB ruled against the Canal Committee would all the Cabot Committees suffer for the one man's complaint without the approval of the other Committees. It was answered that the only way the Committees could be abolished would be to prove they were Company dominated.

After the foregoing discussion, Hubbard made the motion the R. & D. Committee take no action on the matter and to wait for further developments. George Adams seconded the motion and it carried.

The meeting adjourned.

F. B. HUBBARD
F. B. Hubbard

JOHN A. THOMPSON
John A. Thompson

CURT B. BECK
nt
Curt B. Beck

NT

GENERAL COUNSEL'S EXHIBIT No. 24 (Continued)

MINUTES OF COMMITTEE MEETING AT RESEARCH & DEVELOPMENT, MAY 4, 1956

CABOT CARBON COMPANY

Inter-Office Correspondence
Box 1101
Pampa, Texas
May 10, 1956

Those Attending: P. D. Powell, John Thompson, Otto Specht, George Adams, Bryce Hubbard, Dick Hendricks, Curt Beck and Nell Turpen as Secretary.

Suggestions from employees were considered as the first item of business.

K. E. Rasco suggested safety entrance doors be installed in the sides of the high tension compartment of the precipitator giving an easier access and better ventilation. This suggestion was discussed at great length including the safety factors as well as the working conditions. It was agreed the suggestion was a good one, but could possibly be very ex-

pensive and would require the units to shut down for the installation. It was decided that Otto should get an estimate of the cost of such an installation and report back to the next Committee meeting.

Don Meador suggested that a permanent unloading connection be installed on the oil line for unloading transport trucks. It was recommended that an award of $10 be made for this suggestion.

John said the men in the rubber lab would like for the parking area to be marked for individual parking so more cars could be parked there. This marking is to be done.

The Committeemen are to take a vote of the men to see whether or not they want to work on Memorial Day.

Hubbard said some of the men had been wondering as to the safety conditions in the rectifier room. He said that they asked what would happen if a man should be in the rectifier or oil seal room and the automatic sprinkler system should start operating. It was agreed it would be quite dangerous and a check was to be made to see at what temperature the system is set to go off.

BRYCE HUBBARD
O. E. SPECHT
JOHN THOMPSON

NT

GENERAL COUNSEL'S EXHIBIT No. 25

COMMITTEE MEETING
Dixon Plant
Feb. 26, 1953

Meeting was called to order at 1:30 P.M. Feb. 26, 1953.

Those attending were:
A. R. Davenport
S. A. Bradford
M. B. Turner
T. P. Musgrove
H. C. Blackshear

Buck Musgrove brought up the recommendation for more lockers for the Bath House, at the present we have only 58 lockers, and have 65 men using the bath house. We will provide enough lockers to take care of all employees, so that it will not be necessary for them to double up.

Blackshear brought up a complaint of the laundry not drying the clothes properly. We will try to get the laundry to do a better job of drying the clothes in the future.

A question came up about the present domestic water supply. The present well water has a very unpleasant odor, especially when warm, the odor is similar to gas or oil contamination, however the appearance of the water does not indicate this. I have sent samples for bacterial analysis, the report was OK, no bacteria present. We will try to tie the domestic system into the new supply from Big Spring.

Several suggestions were reviewed by the committee. A report on these will follow later.

THE PLANT COMMITTEE

cc:
Bulletin Board
T. P. Musgrove
H. C. Blackshear
M. B. Turner
S. A. Bradford
File
Reno Stinson
W. S. Dixon

(Mar. 11, 1953)

GENERAL COUNSEL'S EXHIBIT No. 25 (Continued)

COMMITTEE MEETING
Dixon Plant
6-10-53

Musgrove suggested that the men needed knee pads for crawling around on top of the bag filters (inside). Mr. Davenport said this would be taken care of immediately.

Blackshear asked the possibility of more job classifications. Mr. Davenport said the only other job at present would be a painter, since it had to take 50% of a man's time.

Mr. Davenport said that men losing time due to sickness, and requests week-end work, to bring a statement from their

doctor, and the management will try to cooperate, so the man can get his time.

Suggestions

J. T. Dunnam was awarded $5.00 on suggestion of a gate on No. 1 Silo entrance from berquist tank walk-way.

T. P. Musgrove was awarded $25.00 for suggestion on filtering system on oil seals.

The following were present at the meeting:

A. R. Davenport
S. A. Bradford
G. W. Dunnam
T. P. Musgrove
H. C. Blackshear

GENERAL COUNSEL'S EXHIBIT No. 26-A

COPY

EMPLOYEE MEETING
Estes Plant
3-15-56

An employee and committee meeting was held on March 15, 1956 to discuss problems or grievances to be carried to the Superintendent or Pampa by the Committeemen. The meeting opened with prayer by Ronald Twentier.

Those present were: Ronald Twentier, Neil Morland, Jack Luethy, Bill Sheffield, Bell Boggus, Aubrie Maxwell, Ed Drake, Smokey Simer, Harold Swaney, Don Haviland, Alvie Pardue, Tom Williams, Joe Kramer, Hoyt Winton, and Bob Standefer.

Jack Luethy made a motion to bring up Christmas vacations, seconded by all, voted unanimous.

To discuss the housing situation, make a rule for once and stick with same.

Hoyt Winton brought up job classifications not filled here, such as 2nd class mechanic; Don Haviland brought up jobs open in other departments of the company, but discrimination against Estes group, we have men with ability, seniority and due promotions but these jobs are filled by other departments or hire outsiders. Hoyt Winton also mentioned truck drivers classification not filled at Estes but filled at other plants. He made a motion that this be brought up, seconded by Jack Luethy. Also discussed why superintendent job at Estes not filled. This would mean several job promotions for tour men and others at Estes. This motion made by several, seconded by Simer and Luethy.

Alvie Pardue made a motion that we bring up the time lost while sick less than three days; some men can't make this time up in same week due to days off.

Discuss housing situation — Make a rule and stick with same for once instead of changing each time a house becomes available.

Discuss a raise — This motion made by Hoyt Winton, seconded by all, voted unanimous.

Don Haviland said, "Something needs to be done to septic tank in Blue Room".

Voted to hold employee and committee meetings every three months to discuss any problems that may come up. Make written reports on these meetings and send same to Pampa.

R. S.

GENERAL COUNSEL'S EXHIBIT No. 26-B

COPY

EMPLOYEE COMMITTEE MEETING
Estes Plant
3-16-56

A meeting of the Estes Employee Committee was held at 8:00 a.m. March 16, 1956. Those present were: Ronald Twentier, Neil Moreland, R. B. McQuiddy, and C. E. Cullum.

Minutes of an employee meeting held on March 15 were discussed. Jack Luethy had asked that vacations for employees during Christmas holidays be discussed. The policy has been in the past that no vacations be granted during the holiday season. C. E. Cullum stated that Mr. Neely had made this decision because of past conflicts among men as to who would be allowed to receive vacation during the

holidays, and stated that it might be well to give the holiday vacation another try. This will be brought up again at a later date.

Hoyt Winton had brought up job classifications not filled at Estes Plant such as 2nd class mechanic. This classification is not filled at either Walton or Estes and Management does not feel that there should be a first class mechanic and a second class mechanic rating at the plants under the present conditions.

Don Haviland brought up job openings in other departments of the company, but discrimination against Estes group, stating that Estes had men with ability, seniority and due promotions, but jobs are filled by other departments or outsiders. It was pointed out that men in the gasoline department had no seniority in the other departments, and that men in the other departments feel they are entitled to select the men coming into their department. This problem will be discussed again later.

Hoyt Winton had mentioned the fact that the truck driver classification is not filled at this plant. Management feels that the few miles the truck is driven each month does not warrant a full time truck driver.

Hoyt Winton had asked that a raise be discussed. This was referred to the Central Committee Meeting.

The housing situation was brought up and discussed.

Alvie Pardue had asked that sick leave be brought up as men with days off at the beginning of the week have no

opportunity to make up time lost. This problem is recognized but about the only solution would be a rotating tour schedule.

Don Haviland said something needed to be done to the septic tank for the "Blue Room". It was decided to install self-closing faucets to eliminate the problem of leaving water running at the lavatory.

The meeting adjourned at 9:00 a.m.

R. S.

GENERAL COUNSEL'S EXHIBIT No. 27-A

MINUTES OF EMPLOYEE MEETING

Cabot Walton Plant
Kermit, Texas.
January 12, 1956.

The meeting was called to order at 5:15 p.m. Jan. 12, 1956. John Coffey said that he had heard some grievances about tour men turning down tour advancements until tours with good days off come up and then they take the job. This was discussed among the men and they wanted to decide some system to where the men with the high seniority who have refused these tour advancements will have to work up to better days off, rather than step in ahead of other operators that have been operating for quite some time.

The men decided to vote on whether to leave it as it is or to vote on this change. If a man in one classification has a chance to advance to another classification he will advance to the other classification and start at the bottom of the list in this classification to determine the days off. If this man refuses this advancement he will keep his job and days off in his classification and the next man in seniority will have first chance to the next advancement. The men voted on this plan and it was unanimous in favor of it. Reuben Hall said it would be discussed with the department heads in Pampa.

The motion was made for the meeting to adjourn. It was seconded.

GENERAL COUNSEL'S EXHIBIT No. 27-B

MINUTES OF WALTON PLANT
COMMITTEE MEETING

A meeting of the Walton plant committee was held at 11:00 a.m. Jan. 14, 1956. The purpose of the meeting was to review the minutes of an Employee meeting, held Jan. 12, 1956, and to interpret that section of the Guide pertaining to seniority and promotions. Those present were: R. H. Hall, J. B. Coffey, Arnold Evans, Boye Autrey. C. E. Cullum acted as chairman with no vote.

It is understood that this group has no authority to establish company policy, and any interpretations of the Guide made here are subject to review and approval of Mr. F. M.

Neely, Division Sup't., and Mr. Reno Stinson, Director of Industrial Relations.

Whatever action is necessary before this review and approval is obtained, will be in accordance with the interpretations outlined below.

The Guide sets up certain rules to be used in selecting a man from a different classification to fill a vacancy in another classification. Future promotions and the efficiency of the organization, depend on the employee's desire to work up the scale and to learn all phases of gasoline plant work.

If an employee is placed on trial on a new job and he fails to perform satisfactorily, this shall not prevent him from returning to the job previously held, and the employee shall not lose seniority rights to promotion to jobs which the employee is capable of doing satisfactorily.

Further, if a man is capable and eligible to fill a vacancy, but for personal reasons does not wish to change from his present job, then it would seem only fair that the other men in his classification be considered before he would again be eligible for promotion.

When a vacancy occurs in a shift classification, the oldest man left in that classification may ask to exchange his shift and days off for the shift and days off left vacant. The newest man on a particular classification will have last choice.

It will be the responsibility of the plant management to approve these changes and to work out the manner in which

they are to be made. Ordinarily, shift exchanges will not be granted except when vacancies occur.

In the event that an employee asks for and is granted a demotion, he will be considered the youngest man in the group classification to which he is demoted, as far as promotion is concerned.

GENERAL COUNSEL'S EXHIBIT No. 27-C

(Employees Only At This Meeting)

COPY

EMPLOYEE COMMITTEE MEETING
Walton Plant
3-14-56

A meeting of all employees was called by Committeeman John B. Coffey, and was held in the Walton Plant coffee room at 5:00 p.m. March 14, 1956. The meeting was called to order by Committeeman Coffey, after which he asked if there was anyone who wanted to discuss any problems or other matters to be taken up at the general meeting in Pampa.

It was asked if the Utility Men and the Oilers were going to rotate jobs, and whether or not it would effect their days off. It was the Committeeman's understanding that this situation was scheduled for discussion at the Superintendents' meeting in Pampa March 20.

An inquiry was made regarding the chance of the Company's giving a raise in wages, as other major companies over the field had already given raises.

An employee who is in the National Guard brought up the fact that some of the major companies make up the difference between Army pay and Company pay for men who attend National Guard Camp of reserve camp for active duty each year. It was asked if Cabot has such a plan or policy, or if some plan or policy could be provided.

It was asked if a man would be compelled to take a tour job in order to be able to continue working for the Company, should such an incident occur.

It was asked if an employee with as much as ten years seniority with the Company would be able to transfer his company rights to the new T B & C Company at Houston — including our pension and savings plan.

An inquiry was made as to what procedure is necessary to make a transfer from one department to another in the Cabot organization.

A motion was made and seconded that the meeting be adjourned. This was carried and the meeting was adjourned at 5:25 p.m.

APPROVED: JOHN B. COFFEY
(Signed)

RS

GENERAL COUNSEL'S EXHIBIT No. 27-D

EMPLOYEE COMMITTEE MEETING
Walton Plant
3-15-56

A meeting of the Walton Plant Committee was held March 15 at 2:00 p.m., with the following men present: John Coffey, Boye Autrey, R. H. Hall, A. H. Evans, and C. E. Cullum.

The question of "days off" for tour men was brought up. Policy on this was stated as follows: When a vacancy occurs in a tour classification, the oldest man left on that classification will be allowed to choose the tour with the days off that he prefers. The next oldest man will have next choice, etc. These changes will be worked out by the Plant Superintendent. Ordinarily, changes cannot be made except when vacancies occur.

The subject of wage increase was brought up and this was referred to the central committee meeting.

It was asked if the company makes up the difference between army pay and Company pay for men who attend National Guard or Reserve Camp for active duty each year. Company policy is that the Company does not make up the difference but the Plant Superintendent will try to arrange for the employee to receive his vacation at the time of the encampment, if requested by the employee.

It was asked if a man would be compelled to take a tour job in order to be able to continue working for the company, should such an incident occur. The answer to this was that

circumstances would have a bearing on such an incident, but that men are hired with the idea that they are able-bodied and capable and willing to accept promotions as they arise. A good organization depends on the men preparing themselves for the next job on the ladder.

It was asked if an employee with as much as ten years' seniority with the Company would be able to transfer his company rights to the new T B & C Company at Houston, including pension and savings plan. It was pointed out that the T B & C Company is a separate company and an employee would probably not be able to transfer his seniority or pension plan. This, of course, would be left to the decision of the T B & C officials.

It was asked what procedure is necessary to make a transfer from one department to another in the Cabot Organization. If a gasoline department employee should desire to transfer, he should ask permission of his superintendent to talk or write to the head of another department regarding a transfer. If he should desire to try to transfer to the T B & C organization, he should obtain this permission and then on his days off or during his vacation, he should contact the Personnel Director of that organization. It would also be wise to write for an appointment before making the trip. It will be the policy of the gasoline plant management to cooperate with the other departments and to furnish the necessary information on the capabilities and know-how of any gasoline employee when so requested by other department supervisors. The decision or choice should rest with the department making the selection.

There being no further business the meeting adjourned at 3:00 p.m.

GENERAL COUNSEL'S EXHIBIT No. 28-A

June 17, 1949

On June 14, 1949, I was notified by Mr. Isham Brown that I was to be relieved of duty as Plant Clerk in the Company's effort to cut overhead expenses and work in the warehouse. I would also be called upon to relieve vacationist in the office lab and supply room. At that moment I told Mr. Brown and Mr. Satterfield that I would work anywhere they placed me, but I expressed my desire for Mr. J. C. LeBlanc's job as plant clerk in the supply room. My answer was: we would like to give you that job but J. C. LeBlanc has just learned that job and we hate to make changes now.

I feel that I should be given the position of Mr. LeBlanc in the supply room for the following reasons: I have worked for the company for the past three years and two months; LeBlanc has worked for the Company for the past eleven and one-half months. I have worked as a plant clerk for the past year and seven months; LeBlanc has worked as plant clerk for the past ten months. Thus, I have nine months more seniority as a plant clerk and two years and one-half months more seniority as an employee of Cabot. Concerning ability, I do not question Mr. LeBlanc's ability to perform his duties, but I feel that with very little supervision and instructions I could perform his job equally as well. In view of my experiences in the plant office, my knowledge

of typing, and three years experience with V. L. Dupuis Cash Wholesale, where I had duties very similar to the supply room, such as inventory, shipping, etc. I am also familiar with invoices and charge accounts throughout the plant. Under this new setup, I might point out that Mr. LeBlanc is classified as plant clerk $1.71 per hour, and I would be classified as Repair and Warehouseman at $1.59 per hour.

GERVIS ROBERIE
Gervis Roberie

GENERAL COUNSEL'S EXHIBIT No. 28-B

GRIEVANCE TIME RECORD

PLANT Ville Platte Date June 17, 1949

GRIEVANCE:

On June 14, 1949, I was notified by Mr. Isham Brown that I was to be relieved of duty as Plant Clerk, in the Company's effort to cut overhead expenses and work in the warehouse. I would also be called to relieve vacationist in the office, Lab. and supply room. At that moment I told Mr. Brown and Mr. Satterfield that I would work anywhere they placed me, but I expressed my desire for Mr. J. C. LeBlanc's job as Plant Clerk in the supply room. My answer was; We would like to give you that job but J. C. LeBlanc has just learned that job and we hate to make changes now. I feel that I should be given the position of Mr. LeBlanc

in the supply room for the following Reasons: I have worked for the Company for the Past three years and two months; LeBlanc has worked for the Company for the past eleven and one-half months. I have worked as a plant clerk for the past year and seven months; LeBlanc has worked as plant clerk for the past ten months. Thus, I have nine months more seniority as a plant clerk and two years and one-half months more seniority as an employee of Cabot. Concerning Ability, I do not question Mr. LeBlanc's ability to perform his duties, but I feel that with very little supervision and instructions I could perform his job equally as well, in view of my experiences in the plant office, my knowledge of typing, and three years experience with V. L. Dupius Cash Wholesale, where I had duties very similar to the supply room, such as inventory, shipping, etc. I am also familiar with invoices and charge accounts through-out the plant. Under this new setup, I might point out that Mr. LeBlanc is classified as plant clerk $1.71 per hour, and I would be classified as Repair and Warehouseman at $1.59 per hour.

SIGNED GERVIS ROBERIE
Employee Making Grievance
Signed ROBERT K. BENNETT
Signed PERSHING L. ROBERIE
Signed PAUL F. STANSBURY
Employee Committee

GENERAL COUNSEL'S EXHIBIT No. 28-C

MINUTES OF SPECIAL MEETING

COPY

CABOT CARBON COMPANY
Ville Platte Plant
Box 572
Ville Platte, Louisiana

28 June, 1949

PURPOSE OF MEETING: To permit Gervis Roberie to present his request for J. C. LeBlanc's job in inventory, and give management's answer to this request.

At 3:00 PM, 28 June, 1949, the plant management (represented by Isham Brown, James A. Satterfield, Charlie Compton, Al Smith, and Charlie Allmon) met with Gervis Roberie and two invited guests — Aaron Souileau, president of A.F.L. local no. 273 and J. C. LeBlanc.

Mr. Brown explained to the group that for economic reasons, it was necessary to reduce the office force by one man. He pointed out that all the conditions and circumstances involved dictated that Gervis Roberie would have to be the man to go.

Mr. Brown then explained to Aaron Souileau that he was not involved in this problem of a plant clerk, but that he

had been invited to the meeting so that he could know the reasons for management's decision in this matter and know that the same reasons would apply to a similar request for the inventory job by James Reed. He pointed out that the James Reed request could be in the realm of Union interest, and that the managements answer to James Reed and to Gervis Roberie was that they intend to keep J. C. LeBlanc in his present capacity on the inventory clerk job.

Mr. Brown continued that he did not doubt that Gervis could do the job in inventory with training. He did say that it would be unnecessary expense to the Company to train a man for the job that is already competently filled by J. C.

Mr. Brown then told Gervis that he wanted him to work on day shift in the plant as a repair and warehouseman, but that he would probably be used as a relief clerk when needed.

Gervis Roberie told the group that the job in the inventory paid more than repair and warehouseman. He said that he had more time with the Company than J. C. LeBlanc and could do the job in inventory just as well. Therefore he felt that he should have the inventory job.

Mr. Brown answered by repeating that he did not doubt Gervis' ability to learn the job, but that he could not do the inventory job without costly training, and that there was no opening in the inventory job.

J. C. LeBlanc told of the amount of work he normally had to do and told of the difficulty he had experienced when trying to do that job with the aid of a green man who had been assigned to help during Gaspard's vacation.

Mr. Brown then explained that was part of the cost of training that he had just referred to. He explained that not only was the man who was responsible for giving the training slowed down, but that all the men waiting for tools and supplies would be delayed, therefore training a man in this position probably would cost more man hours than many other jobs in the plant.

Mr. Brown then instructed Gervis to go into the plant with a good attitude and to harbor no grudges against J. C. or anyone because he didn't get the job. He also instructed Aaron Souileau to have the union to "lay-off" J. C. or in other words, to harbor no ill feeling toward him, because it was for the best for the Company that he was being kept in his present position.

Mr. Al Smith pointed out that every little thing we do that increases our costs in any way is harmful to us as a group and as individuals.

There being no further business, the meeting was adjourned.

cc: Mr. C. L. Wooley
Mr. Reno Stinson
Isham Brown

RESPONDENT'S EXHIBIT No. 6

This ballot was used *everywhere except* at *furnace* carbon black plants.

COMMENTS

From time to time our employees have asked about certain fringe benefits. Quite often we are asked why our company does not pay double time for worked and straight time for unworked holidays. We are also asked why we don't allow days off for sickness in accordance with seniority.

These fringe benefits cost real money. They are labor costs the same as wages. We have estimated as best we could the cost of these fringe benefits. We have prepared this ballot for you to vote your wishes. We have briefly explained four options. We proposed to let you tell us which one you would rather have. If you have any question, you should get an answer from either your foreman or your superintendent.

Regardless of which option you vote for, three weeks' vacation after 15 years and four weeks' vacation after 25 years will be in effect January 1, 1956.

BALLOT

Vote for One

[ ] Option 1
8¢ increase for all hourly employees.

[ ] Option 2
5¢ increase for all hourly employees.
+
More liberal holiday pay as explained on reverse side.

[ ] Option 3
4¢ increase for all hourly employees.
+
More liberal sick leave as explained on reverse side.

[ ] Option 4
1¢ increase for all hourly employees.
+
More liberal holiday pay as in Option 2, and more liberal sick leave as in Option 3.

RS 9-19-55 (See Reverse Side)

EXPLANATION OF THE MORE LIBERAL HOLIDAY PAY UNDER OPTION 2

Hourly employees who are required to work on one of the six recognized holidays will receive two times regular straight-time pay for the hours worked on the holiday.

If an employee is normally scheduled to work on one of the recognized holidays but is permitted to take the day off, he will be allowed straight-time pay for the holiday.

When a holiday falls on an employee's day off, his next regular day of work will be considered the holiday. If he fails to work either the holiday or his next scheduled day of work, no holiday pay will be allowed.

When an employee is off on vacation during a holiday, he will not receive any extra pay for the holiday.

Under this more liberal policy the Company will not be expected to work employees on a holiday except when the work requires it, and the employees will be expected to work on a holiday when they are requested to.

EXPLANATION OF THE MORE LIBERAL SICK LEAVE BENEFITS UNDER OPTION 3

When an employee is unable to work due to personal sickness or injury, he will be allowed full regular pay as follows:

One day per year for each full year's seniority, with a maximum of ten days for any one year.

An employee will not receive both the Company allowance above and Aetna sick leave or Workmen's Compensation. The Company will make up the difference between any Aetna allowance or Workmen's Compensation allowance and full regular pay for those days where full regular pay is provided.

An employee must have an appropriate statement from a recognized doctor when he returns to work to be eligible under this option.

RESPONDENT'S EXHIBIT No. 7

COMMENTS

From time to time our employees have asked about certain fringe benefits. Quite often we are asked why our company does not pay double time for worked and straight time for unworked holidays. We are also asked why we don't allow days off for sickness in accordance with seniority.

These fringe benefits cost real money. They are labor costs the same as wages. We have estimated as best we could the cost of these fringe benefits. We have prepared this ballot for you to vote your wishes. We have briefly explained four options. We propose to let you tell us which one you would rather have. If you have any question, you should get an answer from either your foreman or your superintendent.

Regardless of which option you vote for, three weeks' vacation after 15 years and four weeks' vacation after 25 years will be in effect January 1, 1956.

BALLOT — VILLE PLATTE PLANT

Vote for One

[ ] Option 1

10¢ increase for all Operators and Assistant Operators

8¢ increase for all other hourly employees.

[ ] Option 2

7¢ increase for all Operators and Assistant Operators

5¢ increase for all other hourly employees.

+

More liberal holiday pay as explained on reverse side.

[ ] Option 3

6¢ increase for all Operators and Assistant Operators

4¢ increase for all other hourly employees.

+

More liberal sick leave as explained on reverse side.

[ ] Option 4

3¢ increase for all Operators and Assistant Operators

1¢ increase for all other hourly employees

+

More liberal holiday pay as in Option 2, and more liberal sick leave as in Option 3.

RS 9-19-55

RESPONDENT'S EXHIBIT No. 8

COMMENTS

From time to time our employees have asked about certain fringe benefits. Quite often we are asked why our company does not pay double time for worked and straight time for unworked holidays. We are also asked why we don't allow days off for sickness in accordance with seniority.

These fringe benefits cost real money. They are labor costs the same as wages. We have estimated as best we could the cost of these fringe benefits. We have prepared this ballot for you to vote your wishes. We have briefly explained four options. We propose to let you tell us which one you would rather have. If you have any question, you should get an answer from either your foreman or your superintendent.

Regardless of which option you vote for, three weeks' vacation after 15 years and four weeks vacation after 25 years will be in effect January 1, 1956.

BALLOT — CANAL PLANT

Vote for One

[ ] Option 1
12¢ increase for Plant Operators
10¢ increase for all other Operators, Assistant Operators, and Boiler Firemen
8¢ increase for all other hourly employees.

[ ] Option 2
9¢ increase for Plant Operators
7¢ increase for all other Operators, Assistant Operators, and Boiler Firemen
5¢ increase for all other hourly employees.
+
More liberal holiday pay as explained on reverse side.

[ ] Option 3
8¢ increase for Plant Operators
6¢ increase for all other Operators, Assistant Operators, and Boiler Firemen
4¢ increase for all other hourly employees.
+
More liberal sick leave as explained on reverse side.

[ ] Option 4

5¢ increase for Plant Operators
3¢ increase for all other Operators, Assistant Operators, and Boiler Firemen
1¢ increase for all other hourly employees.

+

More liberal holiday pay as in Option 2, and more liberal sick leave as in Option 3.

RS 9-19-55

RESPONDENT'S EXHIBIT No. 9

This ballot was used at *Pampa and Dixon Plants.*

COMMENTS

From time to time our employees have asked about certain fringe benefits. Quite often we are asked why our company does not pay double time for worked and straight time for unworked holidays. We are also asked why we don't allow days off for sickness in accordance with seniority.

These fringe benefits cost real money. They are labor costs the same as wages. We have estimated as best we could the cost of these fringe benefits. We have prepared this ballot for you to vote your wishes. We have briefly explained four options. We propose to let you tell us which one you would rather have. If you have any question, you should get an answer from either your foreman or your superintendent.

Regardless of which option you vote for, three weeks' vacation after 15 years and four weeks' vacation after 25 years will be in effect January 1, 1956.

BALLOT

Vote for One

[ ] Option 1
12¢ increase for Plant Operators
8¢ increase for all other hourly employees.

[ ] Option 2
9¢ increase for Plant Operators
5¢ increase for all other hourly employees.
+
More liberal holiday pay as explained on reverse side.

[ ] Option 3
8¢ increase for Plant Operators
4¢ increase for all other hourly employees.
+
More liberal sick leave as explained on reverse side.

[ ] Option 4
5¢ increase for Plant Operators
1¢ increase for all other hourly employees.
+
More liberal holiday pay as in Option 2, and more liberal sick leave as in Option 3.

RS 9-19-55

RESPONDENT'S EXHIBIT No. 10

3-21-56

BYLAWS OF THE CABOT EMPLOYEE COMMITTEE

Sec. III

Purposes

1. To bring about a better understanding between employees in every branch and service of our Company to the end that each will have a better insight to the other's problems.

2. To provide a definite procedure for considering employees' ideas. As an example, the following problems are of mutual interest to employees and management:

   a. Safety.

   b. Increased efficiency in production.

   c. Conservation of supplies, materials, and equipment.

   d. Encouragement of ingenuity and initiative.

   e. Grievances (nonunion plants or departments).

Outline of Committees

Number of Employee Committee members to be elected from each plant (There will also be an alternate elected for each member at the same time):

Cabot Shops (Pampa Plant)	3*
Canal	3
Dixon	2
Estes	2
Kermit	2
Mills R. & D.	3
Pampa	2
Pampa Office	2
Pampa Warehouse	1
Schafer A	2
Schafer B	2
Schafer Lab	2
Ville Platte	3
Walton	2

*One each from Machine Shop, Tin Shop, and Fabricating. (That is, the employees in Machine Shop, Tin Shop, and Fabricating will nominate their own representatives. However, all employees will vote on the nominees in all groups.)

Employees in Special Crew and Gas Department will vote on Committeemen at the plant or office nearest where they are working, and they will be represented by the Committee nearest their work. However, they will be allowed to put in their Suggestions at any plant or office.

New Committees may be established or old ones changed upon agreement between the department head and the employees affected.

Election Procedure

The outgoing Committee members will conduct nomination and election of succeeding Employee Committee members. The Committee members may enlist the help of Plant Clerk and others in conducting the election.

In case no Employee Committee members or alternates are available, the Plant Superintendent will appoint employees to conduct nominations and elections.

The date of election of Employee Committee members is any time during the first 15 days in January.

Elections thould be by secret ballot unless the employees at the plant decide otherwise.

The Employee Committee members are to be elected for a term of one year. Employees reserve the right, by a petition of one-third of plant employees affected, to call a special election for the purpose of recalling any or all Employee Committee members. However, a two-thirds majority vote is necessary to recall. If any or all members are recalled, new members will be elected by special election in the usual manner.

There will be no more nominees than twice the number of Committee members to be elected. Nominees not elected will automatically become alternates for Committee members. The nominee not elected receiving the highest vote will become alternate No. 1; the nominee not elected receiving the next highest vote will become alternate No. 2; etc. Alternates will serve only in case of absence or vacancy of regular Committee member or members.

Qualified voters and Committee members are as follows:

Carbon Black Plant:
All employees below Working Foreman

Gasoline Plants:
All employees below Chief Engineer and Working Foreman

Shops:
All employees below Foreman

Pampa Office:
All employees below Department Supervisor

Exempt employees not in a supervisory capacity will be permitted to vote and to serve as Committee members.

If a question arises as to who is or who is not qualified to vote or be elected a Committee member, the Committee holding the election will interpret the above rules.

Amendments

Change of or addition to these rules may be made by a majority vote of all Employee Committee members, together with management's acceptance. Any Employee Committee may institute change in rules by sending their proposed change to the Industrial Relations Department, who in turn will send ballots to all other Employee Committees, and, if a majority favor amendment, then the Industrial Relations Department will secure either management's approval or rejection.

Time Attending Meetings

Time attending meetings will be considered time worked, but no member will be allowed more than four hours for any one meeting. Special meetings may be called by management or by the Committee at any time. Management will have the right to call alternates when the Committeemen are not available.

Rights and Duties of Committees

It is understood that the Employee Committees do not in any way detract from the authority and responsibility of the supervisory force but should serve to assist plant management in general in solving problems of mutual interest. It shall be the Committee's responsibility to:

1. Meet with plant management at regular monthly meetings called by management and to attend any special meetings called by management.

2. Work with management on those problems of mutual interest as set out under "Purposes."

3. Make recommendations on the Suggestions from the employees in accordance with the Suggestion Plan.

4. Call meetings of the employees if in their judgment this is necessary, and the Committee may invite management to attend if they think advisable, but all such meetings will be optional as far as management is concerned and will be on the employees' time.

5. Handle grievances at nonunion plants and departments according to grievance procedure set up for these plants and departments. It shall be the duty of the Committee to call to the attention of management any trouble-makers or acts of disturbance which would tend to lower morale, and it shall be the duty of the Committee to insist that gripes, grumbling, trouble-making among the employees either stop or be taken up under the regular grievance procedure at the plant.

6-1-54

CABOT SUGGESTION PLAN

Sec. III

Suggestions deposited in the boxes provided for the purpose are considered by a committee composed of Employee Committee members and plant management, and upon the recommendation of the committee and the foreman or supervisor involved, and with the approval of the Plant Superintendent, an award is paid to the suggester. The amount of awards is from $5 to $25, in integrals of $5, $10, $15, $20, and $25. It is understood that the awards are based on value to the Company as well as merit, and the committee and the foreman should take this into consideration in making their recommendations. The Plant Superintendent should consider discussions and arguments by the committee members and the foremen, but he too should take into consideration the value as well as the merit of the suggestion before approving. The Superintendent should furthermore take into consideration whether or not it is within his authority to

decide on the suggestion before approving, and if in doubt, he should check with his superiors.

The suggester may be paid an extra award when his suggestion has proved through use to be worth more than was originally awarded. As in the original award, the Employee Committee members may make recommendations, but it is the Plant Superintendent's responsibility to approve the extra or bonus award. The amounts of this extra award are from $10 to $50, in integrals of $10, $20, $30, $40, and $50.

A report of the action taken on all suggestions, awarded or not awarded, is forwarded by the Plant Clerk or the Plant Office Manager to members of higher management up to and including the department head, and to the Industrial Relations Department and the Safety and Insurance Department. The original suggestion is filed at the plant office.

As soon as an award winner is determined, the Plant Office Manager or the Plant Clerk writes the General Accounting Department giving the man's name and the amount of the award. The Plant Superintendent presents the award.

Suggestions Which Are Usually Due an Award:

1. Ideas for conserving material, energy, or time to a large extent.

2. Ideas for increasing the output of production.

3. Ideas for improving the quality of the product.

4. Ideas for improving or eliminating a tool, jig, fixture, or other items of equipment.

5. Ideas for eliminating a safety hazard or improving working conditions.

6. Ideas for improving the protection of the Company's property.

Suggestions Which Are Seldom Due an Award and Which Should Be Made Direct to Foreman, Superintendent, or Employee Committee):

1. Ideas that are a part of your regular work.

2. Ideas that deal with regular maintenance problems, such as cleaning up, heating, lighting, telephone service, etc.

3. Ideas that deal with plant problems such as flower funds, coffee periods, etc.

4. Requests for inexpensive improvements.

5. Ideas which are already in use at another plant.

6-1-54

GRIEVANCE PROCEDURE FOR NONUNION PLANTS AND DEPARTMENTS

Sec. III

If any employee or employees have good reason to believe they have been treated unfairly, they should immediately present a grievance to the Company, so that their problem can be considered promptly.

They should first explain their problem to their foreman or other immediate supervisor and give the reason they think they have been unfairly treated. If the foreman or supervisor is unable to satisfy the employee, either by an explanation or adjustment of the grievance, then the employee should put his grievance in writing, on the form provided, date it, sign it, and give it to the foreman or supervisor for his written statement. Then the employee (accompanied by a Committeeman if he so desires) should take it up with Assistant Plant Superintendent or Plant Superintendent, or both, and explain to them his reasons for thinking that he has been treated unfairly. This must be done within ten days after the grievance arose.

If after this the problem has not been settled to the satisfaction of the employee, the employee may take his grievance to the District Superintendent and then to the department head and on to the General Manager.

If the employee does not want to take his grievance up personally, he may ask the Employee Committee to handle

it for him. It shall be the Employee Committee's duty to consult with the foreman, the Assistant Plant Superintendent, and the Plant Superintendent, and consider all the evidence, weigh the facts, and set out in writing their reason for believing the employee or employees have not been given justice, before filing a formal grievance with plant management. If after due consideration the Committee feels that the grievance has not been settled in fairness to both the employee and the Company, the Committee then may file a formal grievance on forms provided for the purpose. On this form they will set out the grievance and their reason for believing that the employee has not been treated fairly and present this to the Plant Superintendent. This must be presented within 15 days after the grievance arose. The Plant Superintendent will immediately make and forward copies to the District Superintendent, the department head, and the Industrial Relations Department. To these copies the Plant Superintendent will attach his report and recommendations. Within five days after receipt of the grievance, the District Superintendent or the department head, or both, will either meet with plant management and the Committee and discuss the problem and give their decision there, or will give a decision in writing.

If after this the Committee still feels that the grievance has not been settled in fairness to the employee and the Company, then they may appeal to the General Manager by immediately writing to the Industrial Relations Department and requesting that the General Manager or his representative consider the case. Within five days after the Industrial Relation Department has received this appeal, the General Manager or his representative will either meet with the

Committee and plant management or give his decision in writing.

It is agreed and understood that if at any time during the above procedure the Employee Committee feels that the case has been settled in fairness to the Company and the employee, then the matter shall be dropped.

Even though the plant management settles a grievance after it has been filed on the regular grievance form, the Plant Superintendent must forward a copy of the grievance and report of the settlement to the District Superintendent and forward copies to the department head and the Industrial Relations Department.

5-2-56

SENIORITY POLICY FOR REGULAR EMPLOYEES AT NONUNION PLANTS AND DEPARTMENTS

Sec. III

(Employees who come under the Employee Committee Plan)

Company seniority is established by the length of time a regular employee has worked continuously for the Cabot Companies, subject to the following conditions:

1. *Entering Armed Services*
   Employees leaving for service in the armed forces are laid off in good standing with special leave of absence. If they apply for rein-

statement within ninety days after final honorable discharge (or otherwise comply with the re-employment provisions of the law), they are credited with seniority during the period of service in the armed forces; their seniority continues unbroken.

2. *Sick or Injured*
Employees leaving the service of the Company because of sickness or injury are laid off in good standing and retain their seniority standing for a period of 30 days after their disabilities have been removed. (This means they accumulate seniority during the time off.) If such employees do not return to work within the 30-day period, then they lose all seniority rights. The superintendent or Safety and Insurance Department may demand proof of sickness or injury when they deem advisable. For an employee to be classified as sick or injured under this paragraph, he must come within the employee group insurance rules or compensation laws (this does not mean that an employee must be insured for these rules to apply).

3. *Laid Off in Good Standing*
Employees laid off in good standing or who, through no fault of their own, leave the employ of the Company because their job is completed, retain their seniority for one year from the date of the layoff. Employees do not ac-

cumulate seniority during the period of the layoff.

On Leave of Absence
Employees who are granted leaves of absence for 30 days or less will accumulate seniority, and their seniority will continue unbroken. When employees are granted leaves of absence for a longer period than 30 days, their seniority status will be determined at the time the leave is granted.

4. *Laid Off Not in Good Standing*
Employees laid off not in good standing include unsatisfactory employees whose shortcomings are not serious enough to warrant discharge, such as:

Employees unable to perform the task to which assigned.

Employees whose absentee records do not justify their remaining on the payroll.

Employees laid off under this heading lose all seniority rights the date of termination. (This is considered a degree of discharge and is subject to the grievance procedure.)

5. *Voluntarily Quitting the Service of the Company*
Employees voluntarily quitting the service of

the Company lose all seniority rights effective the date of termination.

6. *Discharged for Cause*
Employees discharged for cause lose all seniority rights effective the date of discharge.

7. *Retired*
Employees who retire are dropped from the payroll and lose all seniority rights effective the date of their retirement.

Part-Time Employees
Employees working part-time accumulate seniority on the time actually worked.

Promotion, Demotion, Layoff, and Re-Employment of Employees

In the promotion, demotion, layoff, and re-employment of employees, company seniority and ability will be considered.

When vacancies occur in permanent jobs in any classification, the Company will award the job to the employee at the plant with the most seniority who is employed in a lower classification, unless an employee in a higher classification with more seniority has requested a demotion, and unless the Company considers another man definitely more qualified who has less seniority.

Hiring new men in any classification other than the starting classifications will be a deviation from seniority and will be handled accordingly. (Where merit ratings are in

effect, new employees will not necessarily start in the lower brackets of the starting classification.)

Transfer of Employees

Transferring employees from another department or plant, regardless of their seniority, will be considered a deviation from seniority unless they are placed in one of the starting classifications. Management will discuss such transfers with the Employee Committee, giving the reason, before the action is taken. (Where merit ratings are in effect, a transferred employee will not necessarily start in the lower brackets of the starting classification.)

Transferred employees retain their seniority and are able to exercise their seniority rights after they have been placed on the job.

Deviation from Seniority

In any case where the plant or department management decides to deviate from seniority, they shall have a meeting of the Employee Committee and discuss it with the Committee giving the reason for the deviation, before the action is taken.

If the Employee Committee is not satisfied with the explanation of the reason for any deviation from seniority according to the above, and if the Committee feels that they have good reason to believe that another or other employees are being treated unfairly, they may file a grievance under the regular grievance procedure.

Employees Disciplined, Laid Off Not in Good Standing, or Discharged

When the Employee Committee believes an employee has

been disciplined unduly or laid off not in good standing or discharged without just cause, a meeting between the Committee and management shall be conducted promptly. At this meeting management will explain to the Committee the reasons for their action. If after this meeting the Committee still believes an employee has been unduly disciplined, laid off not in good standing, or discharged without just cause, they may file a grievance under the regular grievance procedure.

Employees Placed on a New Job

When an employee is placed on a new job, he shall not remain on the job more than 15 days before receiving at least the minimum rate of pay for the classification, and if the employee proves his ability in less than 15 days, he shall immediately receive at least the minimum rate of pay for the classification. If the management does not question the ability of the employee to fill the new job, the employee shall receive at least the minimum rate of pay for the new classification beginning the first day.

If an employee is placed on trial on a new job and he fails to perform satisfactorily, this shall not prevent him from returning to the job previously held, and the employee shall not lose seniority rights to promotion to other jobs which the employee is capable of doing satisfactorily.

Seniority Lists

Seniority lists are compiled twice a year — around July and January 1 — and copies of these seniority lists will be furnished the Employee Committee. The Committee should call attention to any errors on the seniority list within 15 days of the time the list is made available to them.

[1]

BEFORE THE
NATIONAL LABOR RELATIONS BOARD
Fifteenth Region

Case No. 15-CA-777

In the Matter of:

Cabot Carbon Company, and Cabot Shops, Inc.
and
International Chemical Workers Union,
AFL-CIO
and
Central Committee, et al

Police Jury Room,
St. Mary Parish Courthouse
Franklin, Louisiana
Tuesday, June 5, 1956

Pursuant to notice, the above-entitled matter came on for hearing at 9:30 o'clock, a. m.

BEFORE:
LEE J. BEST, Trial Examiner

APPEARANCES:
PETER BAUER, Esq., 820 Lowich Building, 2026 St. Charles Avenue, New Orleans, Louisiana; and

ASA AMBRISTER, Esq., 820 Lowich Building, 2026 St. Charles Avenue, New Orleans, Louisiana; both appearing on behalf of the General Counsel.

W. M. ASKINS, International Representative, 502 Legal Arts Building, Houston 2, Texas, appearing on behalf of the International Chemical Workers Union, AFL-CIO, the Charging Party.

[2] H. H. HILLYER, JR., Esq., Milling, Saal, Saunders, Benson & Woodward, 1122 Whitney Building, New Orleans, Louisiana, and

RICHARD C. KEENAN, Esq., Kullman and Lang, 1113 Whitney Building, New Orleans, Louisiana, both appearing on behalf of Cabot Carbon Company and Cabot Shops, Inc., Respondents.

* * * *

[4] PROCEEDINGS

TRIAL EXAMINER BEST:
The hearing will be in order.

* * * *

[16] MR. KEENAN:

Subject to the Motions which Respondents have filed heretofore, specifically those introduced as General Counsel's Exhibits 1-L, 1-M, 1-N, 1-O and 1-P and further not subscribing to the conclusions of counsel for General Counsel as just what the postal cards show, we do not object to the introduction of General Counsel's Exhibits No. 1-A through 1-X-1 and we reserve all our rights under the Motions we have heretofore filed and, specifically, we urge the Motions that we have heretofore filed.

* * * *

[17] TRIAL EXAMINER:

All right. Let the Official papers as identified and offered by the General Counsel be admitted in evidence, and at this time, the presiding Trial Examiner will be glad to consider the matters that you have reference to, specifically with regard to the Motions.

* * * *

[33] TRIAL EXAMINER:

Gentlemen, let me make this inquiry. Is there any contention that Cabot Shops (Pampa plant) is sufficient designation to designate Cabot Shops, Incorporated?

MR. KEENAN:

Yes, it is insufficient designation to allege a charge against a corporate entity, Cabot Shops, Inc.

TRIAL EXAMINER:

I don't have reference to the technicality of not designating it as a corporation. I am asking you just as a matter of general knowledge. Would there be any confusion in who was referred to by Cabot Shops (Pampa plant)? Wouldn't that be sufficient to identify the plant they were talking about?

MR. KEENAN:

No, sir, I don't think so. All we were apprised of was the charge against Cabot Carbon Company and it has many plants including one at Pampa. Cabot Shops has a plant at Pampa. We don't know what they were talking about. We don't know that they were charging Cabot Shops, Inc.

TRIAL EXAMINER:

What is the Pampa plant, operated by Cabot Shops, Incorporated, generally known as? What plant?

MR. KEENAN:

It is known as Cabot Shops.

* * * *

[48] MR. BAUER:

Mr. Examiner, to round out a little bit of this history, as Mr. Keenan noted, there have been two elections: First, an election on November 4, 1954 at the Canal plant here in Franklin and that election was lost by the charging union—

TRIAL EXAMINER:

Would you mention the case numbers in each one of those as you go?

MR. BAUER:

That was Case Number 15-RC-1183 and, thereafter, as Mr. Keenan pointed out, the union filed first an 8 (1) charge and later 8 (2) charges. The first 8 (2) charge pertained only to the employee committee at the local Canal plant here in Franklin. The next amended charge pertained to all the other employee committees of the Southwestern Division.

TRIAL EXAMINER:

Were there any charges at all pending prior to the first election?

MR. BAUER:

No, sir.

TRIAL EXAMINER:

All right.

MR. BAUER:

The union filed a petition after these charges had been filed for a second election and that petition was filed on October 19, 1955 and the Case Number assigned to that is 15-RC-1338.

Thereafter, the union filed a request to proceed and this request —

TRIAL EXAMINER:

What is the date of that?

MR. BAUER:

It was filed on October 21, 1955.

MR. KEENAN:

Let me ask a question. Is that request to proceed a matter of judicial knowledge? If it isn't I would [49] have it in the record.

MR. BAUER:

I would be glad to put this in the record.

TRIAL EXAMINER:

He is stating it for the record. I will assume that it is exactly like he says.

MR. BAUER:

I would just as soon put it in. Let me show this request to Mr. Keenan and if he agrees to this, it can be stipulated.

TRIAL EXAMINER:

A request to proceed with the charges, is that what that was?

MR. BAUER:

The exact wording is on the request. Maybe you would like to read it.

TRIAL EXAMINER:

That request was filed after the second election?

MR. KEENAN:

Before.

MR. BAUER:

Before.

MR. KEENAN:

I have no objection. This is a waiver about which I was talking, which should not have been accepted in accordance with my understanding of Board procedure unless they have changed the rules.

MR. BAUER:

Mr. Examiner, it appears to me that if you prefer we can put in the entire formal file of that particular election which will show the Petition and the Request to Proceed, the stipulation for consent election and the tally of ballots and the certification.

TRIAL EXAMINER:

Just as you like.

[50] MR. KEENAN:

I am very agreeable to doing that.

MR. BAUER:

I herewith identify and offer into evidence as General Counsel's Exhibit No. 2, a paper which is a Request to Proceed in an election in Case Number 15-RC-1338. I do not have a duplicate of that at this time, but I will try to furnish one.

TRIAL EXAMINER:

All right, let it be admitted into evidence.

* * * *

MR. BAUER:

I am also going to propose a stipulation as to the other facts in this election case instead of introducing the entire record. I will propose to stipulate as follows: That the Petition by the International Chemical Workers Union, AFL-CIO in Case Number 15-RC-1338 was filed on October 19, 1955 requesting a unit of all production and maintenance employees, including laboratory technicians, firemen and truck drivers and excluding all superintendents, foremen, office workers, professional employees, supervisors and guards as defined in the Act.

TRIAL EXAMINER:

That is at the Canal plant?

MR. BAUER:

That was in the election held at the Canal plant on December 1, 1955. A stipulation for certification upon Consent Election was filed and executed on behalf of the Union on November 17, 1955. On behalf of the Company on, I believe, the same date by D. C. Paulsen, district superintendent, and approved [51] by the Regional Director on November 22, 1955.

The unit described therein included all production and maintenance employees, including firemen, truck drivers and laboratory technicians of Employer's Canal plant at Franklin, Louisiana and excluding office employees, professional employees, guards, superintendents, foremen and all supervisors as defined in the Act.

MR. KEENAN:

Before you get to the actual Election, how about the notifications to the so-called labor organizations?

MR. BAUER:

You are referring to the notification to the employee committees?

MR. KEENAN:

Yes.

MR. BAUER:

There was none, but it occurs to me —

MR. KEENAN:

Are you sure there was none? You had better check your file.

MR. BAUER:

I thought, Mr. Examiner, it would be simpler to stipulate to the facts, but it now occurs to me that I would just as soon put in the formal file so we can check it.

MR. KEENAN:

You can put all you want in, but you are only offering part of it. I want the rest of it. Over in the other part of your file you are going to find a letter, aren't you?

MR. BAUER:

All right, let me check the informal part of the file because I don't notice anything in the formal part.

MR. KEENAN:

Then I take it, Mr. Bauer, that the Labor Board proceeded to an election, without giving any notification to a [52] labor organization which had been charged with illegally representing employees at the plant, is that correct?

MR. BAUER:

May I get the last part of that?

MR. KEENAN:

I say that, the Labor Board proceeded to an election in that case without in any way notifying the labor organization which had been charged with illegally representing the employees, at the Canal plant, is that correct?

MR. BAUER:

There was no formal notification from the Labor Board.

MR. KEENAN:

Do you so stipulate?

MR. BAUER:

Will so stipulate.

MR. KEENAN:

Very well.

MR. BAUER:

I had enumerated certain matters in the stipulation. I had gotten as far as a stipulation for certification upon Consent Election, and I believe I had read the unit description. The election was set for Thursday, December 1, 1955. The parties thereupon signed a certification on conduct of election

on December 1, 1955, and in which they certified that the balloting was fairly conducted, that all eligible voters were given opportunity to mark their ballots in secret and that the ballot box was protected in the interests of a fair and unbiased procedure.

MR. KEENAN:
Would you enumerate the parties?

MR. BAUER:
Yes, sir, For Cabot Carbon Company, Canal plant —

[53] MR. KEENAN:
I don't mean the people that signed it. The employee committee was not a party?

MR. BAUER:
That is correct, Mr. Keenan.

I should previously have also mentioned the tally of ballots which was signed by representatives of the petitioning union and the employer on December 1, 1955, and lastly, there was issued a certification of representatives signed by John F. LeBus, Regional Director for the Fifteenth Region on the 9th day of December, 1955, certifying the International Chemical Workers Union, AFL as the representative for the purposes of bargaining for the employees named in the stipulation for consent election, and, furthermore, no objection had been filed either to the tally of ballots or to the conduct of election within the time provided.

MR. KEENAN:
Also stipulated.

Would you also tell us, review for the record, which form number the consent election agreement was. Was that the long form?

MR. BAUER:
Let me check that, Mr. Keenan. That is Form Number 652.

MR. KEENAN:
Commonly called the "stip"?

MR. BAUER:
The stip.

I think, Mr. Examiner, you have looked at this Request to Proceed, and, of course, all that request —

TRIAL EXAMINER:
Is that the end of the stipulation?

[54] MR. BAUER:
Yes sir.

MR. KEENAN:
Yes sir.

TRIAL EXAMINER:
It is agreed and stipulated that those are the facts and records to go on this record?

MR. KEENAN:
Yes sir.

MR. BAUER:

Yes sir.

TRIAL EXAMINER:

Let it be so stipulated, and you are going to introduce the formal papers in that case also?

MR. BAUER:

No sir, not with that stipulation, but I am offering General Counsel's Exhibit 2 which was the Request to Proceed which you might like to read at this time.

TRIAL EXAMINER:

I have already read it. Let that be admitted in evidence.

* * * *

[91] RENO STINSON

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Bauer) Will you state your name please, Mr. Stinson?

A Reno Stinson.

Q And whom do you work for, sir?

A Cabot Carbon Company.

Q What is your position?

A Director of Industrial Relations for the Southwestern [92] division.

Q Would you please explain what the Southwestern division consists of?

A I am paid by the Cabot Carbon Company entirely. However, I am in an advisory capacity for the Cabot Shops and the Cabot Engineering Company. I might explain that. I said I worked for Cabot Carbon Company.

You said explain my job?

Q My question, Mr. Stinson, was could you explain the organization of the Southwestern division? What does it consist of?

A The Southwestern division consists of all the Cabot operations in Louisiana, Oklahoma, Kansas, Texas and New Mexico.

Q It includes the Cabot Shops, Inc?

A Yes, sir.

Q Now, Mr. Stinson, how long have you held this position?

A Since 1942 or 43.

Q Let me ask you one further question about the Southwestern division. Is it not a fact that it consists of three corporate entities?

A Yes, that's right.

Q Would you please list those three entities?

A Those are Cabot Carbon Company, the Cabot Engineering Company and Cabot Shops.

[93] Q And all of those companies in turn are subsidiaries of the Godfrey L. Cabot, Inc?

A That's right, sir.

Q And those three Companies you mentioned together are known collectively as the Southwestern division?

A That's right.

TRIAL EXAMINER:

Does the Southwestern division include all of the plants enumerated in paragraph 3 of the Complaint?

THE WITNESS:

Yes, sir.

Q (By Mr. Bauer) Have you seen the Complaint, Mr. Stinson?

A Yes, sir, a list of the committees there, yes, sir.

Q Are you familiar with the plants listed in paragraph 1 (a) and 1 (b) of the Complaint?

A I think so.

MR. HILLYER:

Mr. Examiner, may the witness refer to the Complaint when being questioned about it?

TRIAL EXAMINER:

Yes.

Q (By Mr. Bauer) That's (a) and (b)?

A There's an error in (a). It says "Pampa Plant at Schafer." It's the Pampa Plant at Pampa.

Q I think you missed the semicolon there, Mr. Stinson.

A There's no Schafer, Texas?

Q What is the location of those plants?

A Well, we say Pampa but it is nearer a small town of [94] Skellytown, Texas.

Q So the location of the Schafer A and Schafer B plants should be Skellytown, Texas instead of Schafer, Texas?

A Yes, sir. They get their mail through Pampa, however. The Ordnance plant at Pampa is no longer in operation.

Q That is on a stand-by basis now, is that right?

A That's right.

Q Does it have any employees?

A It has guards and three half employees. I believe that's right. They work half-time period.

Q Alright, sir.

TRIAL EXAMINER:

Maintenance employees?

THE WITNESS:

That's right, to check the oiling and so forth half of their time.

A (Continuing) Natural gasoline plants at Kermit, Texas, called the Estes and Walton plants. Walton plant is at Kermit, Texas but the Estes plant is at Wickett, Texas. The Keystone plant is really a part of the Walton Plant. They call it the Walton-Keystone now because the gas is all carried over to the Walton plant so to clear that up it would be the Walton-Keystone plant at Kermit and the Estes plant at Wickett.

Otherwise, (a) and (b) are correct.

Q (By Mr. Bauer) The plants listed in (a) and (b) of the paragraph one of the Complaint are a part of the Southwestern division of Cabot Carbon Company.

[95] A Cabot Shops is really not a repair plant though. In (b) there it says, "the equipment manufacturing and repair plant." It isn't. It's a manufacturing plant manufacturing oil field pumping equipment and drilling rigs principally and steel fabrication and sells wholesale steel.

Q That plant started though as a facility mainly for the use of the other Cabot Plants?

A Yes, sir. That's a long time ago.

Q And then expanded producing pumping equipment and other equipment for competitors or other people in the oil business?

A It was originally established as a very small thing, to act as a repair plant for the other plants.

Q Now, you are the industrial relations advisor for Cabot Shop, Inc?

A That's right.

MR. BAUER:

Mr. Examiner, I request permission to question this witness under 43 (b).

TRIAL EXAMINER:

Alright, sir, go ahead.

Q (By Mr. Bauer) Would you explain your duties, Mr. Stinson?

A I have charge of employment, employment standards, all personnel. I don't know whether I can list all of the things I do or not but such things as scholarships. My department handles that. It is our job to maintain all personnel records and maintain the Guide. I negotiate all Union contracts. Is that enough?

[96] TRIAL EXAMINER:

You have general supervision of all employees and also labor relations, do you?

THE WITNESS:

I don't have general supervision of all the employees. I am a staff officer strictly and my capacity is advisory as far as employees outside of my office are concerned.

Q (By Mr. Bauer) You mean you can't give a direct order to somebody in a plant you may happen to be visiting?

A No, sir.

Q But you in general handle all the labor-management problems which come up.

A Concerning public relations, too.

Q And you also handle problems involving Board elections or requests by unions to be recognized?

A Yes, sir.

Q And are problems referred to you pertaining to unfair labor practice charges?

A Yes, sir.

Q Mr. Stinson, I am going to show you the General Counsel's Exhibit 1-A which is the first Charge filed in this matter and I am going to ask you whether you received a copy of that Charge, a notification that it had been filed?

MR. KEENAN:

Object to the question as to the relevancy of the matter. The Charge speaks for itself. The Affidavit of service has been introduced and I can't see where it is relevant [97] at all to any issue.

MR. BAUER:

Mr. Examiner, the General Counsel if entitled to show there is actual knowledge involved of the Charges. Of course, this pertains to the discussion we had earlier as to the adequacy or legal sufficiency of the notice which the Company had of the pending Charges.

TRIAL EXAMINER:

Alright, you can ask him if he had personal notice of it.

Q (By Mr. Bauer) Have you ever seen that first Charge, Mr. Stinson?

TRIAL EXAMINER:

You can examine the date of it also.

A I feel sure that I have, yes.

Q (By Mr. Bauer) Do you recall that Mr. Paulsen sent you a carbon copy of a letter informing you that said Charge was referred to the attorneys?

A I believe so.

Q I now call your attention, Mr. Stinson, to the General Counsel's Exhibit 1-B which is the First Amended Charge—

TRIAL EXAMINER:

Who is Mr. Paulsen?

MR. BAUER:

I referred to Mr. Paulsen —

TRIAL EXAMINER:

You sent him a notice?

MR. BAUER:

Yes, sir.

TRIAL EXAMINER:

Who is Mr. Paulsen?

MR. BAUER:

He is district supervisor of the Canal plant.

Q (By Mr. Bauer) This is the First Amended Charge.

[98] A I remember several of them came through with this little addition.

Q That was the First Charge that amplified —
A Is this any different?
Q Yes, sir, it is.
A It is.

TRIAL EXAMINER:
A different date, too, isn't it?

THE WITNESS:
Yes.

TRIAL EXAMINER:
The document you are now asking the witness about purports to be what?

MR. BAUER:
Purports to be the First Amended Charge.

TRIAL EXAMINER:
Dated?

MR. BAUER:
Dated March 24, 1955, and identified and received into evidence as General Counsel's Exhibit 1-B.

THE WITNESS:
Yes, sir.
Q (By Mr. Bauer) You have seen the Charge?
A Yes, sir.
Q Do you know about when you received it or when you saw it?
A No, I don't.

Q I am now showing you, Mr. Stinson, a copy of the General Counsel's Exhibit 1-C which is the Second Amended Charge filed May 13, 1955 and I ask you to take a look at that Charge and I will ask you if you have received a notice of that Charge or have seen it?

A Do I have to read this paragraph over? Isn't it the same?

[99] Q You are free to examine it.

A I am sure I have seen this thing but it seems like this paragraph and this one are the same.

Q The third one is new.

A Yes, sir, I have seen that one.

Q I'm going to show you General Counsel's Exhibit Number 1-D which is the Third Amended Charge and was filed July 18, 1955 and served at P. O. Box 1101, Pampa, Texas and I ask you whether you received that Charge?

A Those two were the same. This is different?

Q That Charge is new insofar as it alleges that all the plants were involved with the employee committees.

A Yes, sir, I remember that.

Q Did you receive that Charge?

A Yes, sir. I am sure I did without reading it because I remember this part here and here.

Q Do you know who Bill Studebaker is?

A Yes, sir. I believe he is a school boy that acted as mail boy sometimes.

TRIAL EXAMINER:

At what plant?

THE WITNESS:

Pampa.

Q (By Mr. Bauer) Does he receive mail for the Cabot Carbon Company?

A Among others, yes, sir.

Q And also for the Cabot Shops, Inc?

[106] A Yes, I guess he would. Now, the Cabot Shops, Inc., their mail would be put on a truck to go out to the Cabot Shops office but it comes to that address. I assume that he would pick up the Cabot Shops' mail at the same time to send to the Cabot Shops office.

Q What office does he work in?

A Pampa.

Q The headquarters of the Cabot Organization in Pampa?

A Yes, sir, the Southwestern division office.

Q He works in the Southwestern division office?

A Yes, sir, that's right.

TRIAL EXAMINER:

Is that the headquarters of the Southwestern division?

THE WITNESS:

Yes, sir.

Q (By Mr. Bauer) And when this Charge arrived in Pampa, was it routed to your desk?

A Yes, sir.

Q Now, I call your attention, Mr. Stinson, to a meeting on July 21, 1955 attended by Mr. McCune of your office and Mr. Hillyer and Mr. Smollen from our office and certain other company officials. Do you recall such a meeting on July 21, 1955?

A Yes, sir.

Q I believe you were ill at the time and could not attend?

A That's right, yes, sir.

[101] MR. HILLYER:

Excuse me. If the witness has no knowledge of it, it is bound to be based on hearsay evidence. I suggest the question is inadmissable.

TRIAL EXAMINER:

He said he recalled such a meeting but he was not present at the meeting.

Q (By Mr. Bauer) Who is Mr. McCune?

A My assistant.

Q Did you direct him to attend that meeting?

A Yes, sir.

TRIAL EXAMINER:

Where was the meeting held?

THE WITNESS:

I guess at the office out here at the Canal plant.

Q (By Mr. Bauer) And did you know the purpose of that meeting?

A The purpose of that meeting as I remember it was to question employees and supervisors about these Charges.

Q And Mr. McCune, was he a representative at that meeting?

A Yes, sir.

Q Did Mr. McCune tell you — did he report back to you?

A Yes.

* * * *

[103] Q (By Mr. Bauer) Mr. Stinson, I am now going to show you a booklet marked General Counsel's Exhibit Number 4-A for identification which is a booklet entitled "You and Your Job With Cabot," Southwestern division, and I'm going to ask you to look at this booklet and tell me whether you have seen it before.

A I should say I have. I have spent long hours working that booklet up.

TRIAL EXAMINER:

Are you the author of the booklet?

THE WITNESS:

No, but I authored part of it and was rewriter on part of it.

TRIAL EXAMINER:

What is the book?

THE WITNESS:

It is an employee's handbook of Company Policy.

MR. KEENAN:

Would you identify the date of that booklet?

MR. BAUER:

I was just going to do that, Mr. Keenan.

Q (By Mr. Bauer) Do you know the date of that booklet as 1950, is that correct, sir?

A February, 1950.

Q And that booklet explained the company policies as of that date, is that right?

A Yes, sir.

Q And that booklet was issued to all new employees?

A Yes, sir.

Q At all the plants in the Southwestern division?

[104] A All regular employees were furnished that book. Temporary employees were not.

Q Temporary employees did not receive the booklet?

A They did not get the booklet.

Q I am going to show you another booklet with the same title but with the date of December 1953 which I have identified as General Counsel's Exhibit 4-B.

A I am familiar with that one, too.

(Thereupon the documents above referred to were marked General Counsel's Exhibits No. 4-A and 4-B for identification.)

Q (By Mr. Bauer) Is that booklet issued to all new employees?

A The same as the other one, yes, sir.

Q And is this booklet currently issued to new employees?

A Yes, sir.

Q And it is issued to each new employee in each of the plants in the Southwestern division provided he is a permanent employee?

A Yes, sir, a regular employee.

Q A regular employee?

A Yes, sir.

TRIAL EXAMINER:

What is that booklet? What are you naming that?

THE WITNESS:

It is another issue of the hand book.

MR. BAUER:

It has the same title as the previous booklet and appears to be an employee handbook, handed out to each new employee and setting forth the Company policy and procedure.

[105] TRIAL EXAMINER:

Is it independent of the other book or is it a revision of the other book?

THE WITNESS:

It is a revision of the other book.

Q (By Mr. Bauer) Mr. Stinson, let me ask you a little more about the authorship of both those booklets. Did you approve of each booklet before it was issued?

MR. KEENAN:

I am going at this time to object to any testimony going back beyond the six months prior to the date of the appropriate Charge to which the testimony might relate. I take it that these booklets are being introduced or will be offered in connection with the 8 (a)(2) aspects of this Complaint, this Charge. The first 8 (a)(2) Charge was in 1955. The booklet was written, the first booklet was written, from its face, in 1950 and it is no longer in use. The 1953 booklet is in use and I have no objection to questions concerning the 1953 booklet but I do object to ancient history, antedating any possible Charge in this matter, going back as far as 1950.

* * * *

[113] TRIAL EXAMINER:

Mr. Bauer, I want to be perfectly fair with both sides on this thing. I think the 1950 booklet speaks for itself and would be admissable as background evidence but not as evidence of any unfair labor practices in the present case. Now, it having been testified by this witness that that booklet was superseded by another booklet that was issued entirely since December 1953; I would consider the introduction of the first book as it speaks for itself as background evidence, background testimony, but not going into the preparation of it and things pertinent to the first book.

* * * *

[114] MR. KEENAN:

May I have a standing objection to all evidence prior to the six months before the Charge.

TRIAL EXAMINER:

Yes, you may have the objection and the Trial Examiner wants to make it clear on the record that any [115] evidence that he allows prior to the six month period will be considered solely for the purpose of background and will not be considered as evidence of unfair labor practices.

I will be very careful in scrutinizing the evidence for that purpose.

Alright, go ahead.

Q (By Mr. Bauer) Going into General Counsel's Exhibit 4-B, did you author this booklet, Mr. Stinson?

A Personally, no.

Q Did you supervise its preparation?

A Yes, it was prepared by my department but this

second booklet Mr. McCune and other people in my office did most of the work on it. The safety and insurance department furnished a lot of information in here. It was accumulated into my office.

Q You supervised its production?

A Yes, sir.

Q Did you read it before it was issued?

A Yes, sir.

Q Did you edit it before it was issued?

A Well, really I guess Jimmy McCune edited it.

TRIAL EXAMINER:

He was your assistant?

THE WITNESS:

Yes, sir.

Q (By Mr. Bauer) You approved it before issuance?

A Yes, sir.

[116] MR. BAUER:

I offer General Counsel's Exhibits 4-A and 4-B into evidence.

TRIAL EXAMINER:

Any objection, Gentlemen?

MR. KEENAN:

I have an objection. The same objection to 4-A that I made, no objection to 4-B.

TRIAL EXAMINER:

All right, let 4-A be admitted solely as background evidence as the book speaks for itself. Let 4-B be admitted in-

to evidence as the present statement of policy that the Company issues.

(The documents heretofore marked General Counsel's Exhibits 4-A and 4-B were received in evidence.)

Q. (By Mr. Bauer) Mr. Stinson, I am going to ask you to turn to page 8 of General Counsel's Exhibit 4-B and take a look at the paragraph head "Employee Committee."

TRIAL EXAMINER:

Which paragraph was that you called to his attention?

MR. BAUER:

The paragraph headed "Employee Committee".

Q (By Mr. Bauer) Are you familiar with those committees, Mr. Stinson?

A Yes, sir.

Q How long have these committees existed?

A Since during the War, I would say about '43.

Q Who set up these committees or this committee representation system?

A I did.

[117] Q You did, and do these committees function pursuant to certain by-laws?

A Yes, sir.

* * * *

Q (By Mr. Bauer) Mr. Stinson, you stated that the committee functioned pursuant to certain by-laws, is that correct?

A Yes, sir.

Q I am going to show you an Exhibit identified as General Counsel's Exhibit 5-A which is a covering letter signed in your behalf to a Mr. E. J. Hebert at the Canal plant and enclosing certain committee by-laws. The General Counsel's Exhibit 5-B —

TRIAL EXAMINER:

What is the date of that one that you just mentioned?

MR. BAUER:

The date of that letter being February 20, 1953.

Q (By Mr. Bauer) General Counsel's Exhibit 5-B appearing to be a copy of the By-laws of the Cabot employee committees with a notation in the upper left-hand corner of 1-12-53.

I show you also a document marked as the General Counsel's Exhibit 5-C which is headed the Cabot Suggestion Plan and has the notation in the upper left-hand corner of 6-2-48 and sub-heads [118] of Department Head, Industrial Relations Department, Plant Superintendent, Plant Committee, Suggestion Box, Employee.

As General Counsel's Exhibit 5-D which is headed Grievance Procedure for Non-Union Plants and Departments and which in the upper left-hand corner has the notation of 5-2-48.

I'm going to show you, Mr. Stinson, General Counsel's Exhibits for identification 5-A through 5-D and ask you particularly to look at the Exhibit 5-B and ask you whether at any time those were the by-laws of the employee committees?

A Yes, sir.

* * * *

[119]. Q. (By Mr. Bauer) I ask you to look at the covering letter, General Counsel's 5-A, and ask you whether that letter was mailed by you?

A That was mailed by my secretary and is the regular letter that goes out, evidently the regular letter that goes out to a new committee and that's correct.

Q Do those letters go out under your instructions, Mr. Stinson?

A Yes, sir, under general instructions.

Q I notice the letters E. P. on that letter. Does that refer to Miss Elsa Plants?

A That's right.

Q And she is your secretary?

A That's right.

Q Now, you will note that the date on this letter is February 20, 1953. Now, I ask whether these were the by-laws, again [120] referring to General Counsel's Exhibit 5-B, whether those were the by-laws in effect at the mailing of that letter?

A I am sure they were. There was one year, I think it was 1954, when we discussed some of the obselete things in here and we changed them but I don't know whether it was before this or after. I couldn't say exactly.

Q I am going to refer now to General Counsel's Exhibit 5-C which is headed Cabot Suggestion Plan and ask you whether this is the suggestion plan that was in effect at the time you sent this covering letter?

A It was.

Q Will you please look at General Counsel's Exhibit 5-D which is headed Grievance Procedure for Non-Union Plants and Departments and I will ask whether that was in effect at the time you sent the covering letter?

A It was.

MR. BAUER:

I herewith offer General Counsel's Exhibits 5-A through 5-D in evidence.

TRIAL EXAMINER:

As I understand, Mr. Stinson, this letter dated February 20, 1953 was mailed out by you with these attachments to it?

THE WITNESS:

That's right, sir.

TRIAL EXAMINER:

It represents matters or things that were in effect as of that date?

THE WITNESS:

That's right.

TRIAL EXAMINER:

Alright, for purposes of background [121] evidence only

I will let it be admitted in evidence and Respondent may have any objections to it.

* * * *

[122] Q (By Mr. Bauer) Mr. Stinson, I am going to show you a document marked General Counsel's Exhibit 6 for identification. This document purports to be the By-Laws of the Cabot Employee Committee and further on a continuing page, page 4 thereof, [123] the Cabot Suggestion Plan and as the General Counsel's Exhibit 6-A a document headed Grievance Procedure for Non-Union Plants and Departments, which document has five pages, and the second page of which has the heading Seniority Policy for Regular Employees at Non-Union Plants and Departments (Employees who come under the Employee Committee Plan).

I'm going to ask you to look at General Counsel's Exhibits 6 and 6-A and tell me whether the policies and by-laws and procedures outlined therein were applicable in the year 1955.

(Thereupon the documents above referred to was marked General Counsel's Exhibits Nos. 6 and 6-A for identification.)

* * * *

[124] MR. BAUER:

I have no objections to that, Mr. Examiner, as the current by-laws are part of the Company Guidebook before

the witness. I am going to identify the current by-laws as General Counsel's Exhibit 7.

[125] MR. HILLYER:

If you would wish to mark them in pencil you may do so and we can then have photostats made so that they can be introduced.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 7 for identification.)

TRIAL EXAMINER:

Look at it and state if those are the current by-laws of the various committees. I guess all the committees have the same by-laws, is that correct?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

All the employee committees in every plant have the same by-laws?

THE WITNESS:

That's right. They are uniform, uniform to the committee plan.

TRIAL EXAMINER:

Does the Central Committee have anything different from that? Does the Central Committee promulgate the by-laws for all the other committees?

MR. BAUER:

I am going to get into that.

I'm going to mark for identification as General Counsel's Exhibit 7-A a page headed Section III, Employee Committee Information, which appears to be part of a book known as the Cabot Guide. As General Counsel's Exhibit 7-B a document appearing in said Guide and headed By-Laws of the Cabot Employee Committee, dated 3-21-56. As General Counsel's Exhibit 7-C a document appearing in the so-called Cabot Guide and purporting to be [126] a Cabot Suggestion Plan and dated 6-1-54. As General Counsel's Exhibit 7-D a document headed Grievance Procedure for Non-Union Plants and Departments, said document also appearing in the Guide and dated 6-1-54. As General Counsel's Exhibit 7-E a document appearing in the Cabot Guide and headed the Seniority Policy for Regular Employees at Non-Union Plants and Departments, Employees Who Come Under the Employee Committee Plan and dated 5-2-56.

(Thereupon the documents above referred to were marked General Counsel's Exhibits Nos. 7-A through 7-E for identification.)

Q (By Mr. Bauer) I'm going to ask the witness to look at General Counsel's Exhibits 7-A through 7-E and tell me whether those are the current policies pertaining to the employee committees of the Southwestern Division and the current policies pertaining to the Suggestion Plan, the Grievance Procedure at Non-Union Plants and the Seniority Policy for Non-Union Plants.

A They are.

TRIAL EXAMINER:

You mean by that they are the by-laws —

MR. BAUER:

These exhibits include the by-laws of the Cabot employee committees.

TRIAL EXAMINER:

Is that right?

THE WITNESS:

Yes, sir.

Q (By Mr. Bauer) They are the current by-laws?

A That's right.

[127] MR. BAUER:

Mr. Examiner, I offer General Counsel's Exhibits 7-A through 7-E into evidence. Counsel for Respondents have suggested that they furnish photostatic copies which will be acceptable.

TRIAL EXAMINER:

Very well, let them be admitted and later substituted by photostatic copies by agreement of Counsel.

(The documents heretofore marked General Counsel's Exhibits Nos. 7-A through 7-E for identification, were received in evidence.)

Q (By Mr. Bauer) Mr. Stinson, I am going to show you another document which is labeled General Counsel's Exhibit 6 which I have previously identified and I am go-

ing to ask you to look at that and tell us if you can at what period of time this particular document — let me rephrase that — to what period of time the policies set forth in the document applied?

* * * *

[128] A I will have to take this back to my office.

TRIAL EXAMINER:

Where?

THE WITNESS:

At Pampa to determine accurately what date this was effective but I am convinced on the general contents here that it is fairly recent. However, it is not the most recent because there has been some changes in the set up since then. For instance, the Ordnance plant is still on the list, still included on the list, and it is on a stand-by basis. The Ordnance plant is no longer in operation.

MR. BAUER:

Mr. Examiner, I think I will introduce those by-laws through another witness and at that stage he can state when they were issued to him and I think that will simplify the proceedings a little bit.

Q (By Mr. Bauer) Mr. Stinson, you have identified the current [129] by-laws which are currently applicable. Are these by-laws or these by-laws are contained in a booklet which is known as the Cabot Guide, is that correct?

A That's right.

Q And that is also known in Company circles as the Bible?

A I don't like that word because the Bible can't be changed and the Guide can be.

TRIAL EXAMINER:

Gentlemen, I think it is immaterial.

Q (By Mr. Bauer) Now, this sets out the Company policies?

A Yes, sir, procedures more than policies I would say.

Q And to what personnel is that Cabot Guide issued?

A. That is issued to all plants from plant superintendents up. I guess there is two at Canal. Is there two or three?

TRIAL EXAMINER:

To the best of your knowledge.

Q (By Mr. Bauer) And that is issued to all plants in the Southwestern Division?

A Yes, sir.

TRIAL EXAMINER:

Just to plant superintendents and higher officials?

THE WITNESS:

Yes, and the offices have one because the clerks use it a lot for formulas and so forth but they are signed out to the plant superintendents usually and the offices usually.

MR. BAUER:

This question had reference to the furnishing of the entire Guide not only to the furnishing of the by-laws [130] contained therein.

TRIAL EXAMINER:

Very well.

Q (By Mr. Bauer) Is that Guide furnished also to the superintendent of the Cabot Shops?

A Yes, sir.

Q Do you know who drafted the original set of by-laws for these committees?

A Yes, sir.

Q Who did, Mr. Stinson?

A The original committee with me acting as secretary.

TRIAL EXAMINER:

By original by-law you mean the original current by-laws or the ones dating back years ago?

THE WITNESS:

The ones dating back years ago.

Q (By Mr. Bauer) The very first setup by-laws ever prepared by the industrial relations department?

A No, sir. They were developed under the instructions and guidance of the War Production Board and the committeemen from each plant who was elected and I acted as secretary for the group. They developed those by-laws.

Q You assisted in the drafting and revision of those by-laws, that original set?

A Yes, sir.

Q Did you assist with the revision of the later by-laws?

A Well, I was usually chairman of the Central Committee or led the Central Committee's discussion when the by-laws [131] were changed, yes.

TRIAL EXAMINER:

Who composed the Central Committee, what people; not by name particularly.

THE WITNESS:

The chairman of each plant committee composed the Central Committee.

TRIAL EXAMINER:

Plus yourself, and anybody else?

THE WITNESS:

And my secretary. They are the committee, yes, but we may have the safety department in to tell them about the safety program.

TRIAL EXAMINER:

What company officials were on the Central Committee? You say you were chairman of it.

THE WITNESS:

I would usually lead the discussion and act as chairman of it. I was the only one.

TRIAL EXAMINER:

You are the only company official on the Central Committee?

THE WITNESS:

Yes. I am really no longer a committeeman. I am really not on the committee.

TRIAL EXAMINER:

You are the discussion leader?

THE WITNESS:

Yes.

Q (By Mr. Bauer) In other words, each set of by-laws which is now in evidence and each set that may have been in existence at other times was drafted with your participation?

A Yes.

Q Are these by-laws and the other policies pertaining to grievances, seniority and so forth which are included in General [132] Counsel's Exhibit 7. Are those documents issued to new employee committeemen when they are elected?

A Yes, supposed to be.

Q And they would be issued through your office, Mr. Stinson?

A Yes, sir. We missed one once in a while and would get a complaint.

Q Were these various employee committees at these various plants set up whenever the plant went into operation, if it was after 1943?

A Yes, sir. They have all been set up. I don't know exactly how or what started the machinery in motion, probably the employees themselves, asking the plant office about organizing a committee.

Q Were the plant superintendents instructed by you when a new plant went into operation —

A The plant superintendents instructed by me?

Q — to set up a plant committee when a new plant went into operation?

A I don't know whether I had instructed the plant superintendent or not. It is doubtful. I would probably tell one of the clerks or the office manager who would tell them to elect a committeeman from that plant.

Q Now I ask you to look at the current by-laws — may I withdraw that question for a moment until I have a chance to study those by-laws myself?

[133] TRIAL EXAMINER:

Very well.

Q (By Mr. Bauer) Mr. Stinson, I am going to ask you to look at the current set of by-laws and tell me whether there is now a committee, an employee committee, at each plant listed in those by-laws?

A Presently?

Q As of today.

A As of today, there is a committee at Cabot Shops; no committee at Canal; there is a committee in Dixon; there is a committee at Estes; at Kermit; at Mills R & D; and this where it says Pampa, that is Cabot Carbon Company's Pampa plant, there is a committee there. There is a committee at the Pampa office; there is a committee at the Pampa warehouse; there is a committee at Schafer A plant; there is a committee at Schafer B plant; there is a committee at Schafer laboratory. There is no committee at Ville Platte; there is a committee at Walton.

Q You explained that the Keystone Plant had been algamated with the Walton Plant, I believe?

A Yes, sir.

Q Is that all one plant now?

A That is all one plant now.

Q And they are represented by one committee now?

A That's right.

Q They have been, I think, in the past by one committee called the Walton-Keystone, haven't they?

[134] A Well, they are on one line.

Q But they have two representatives?

A One committeeman from each plant was elected, I think, to serve.

Q You explained that the Ordnance Plant, department or division was put on a stand-by basis?

A Yes, sir.

Q Does that plant have some employees at this time? You mentioned that it has some guards and maintenance employees?

A Yes, some guards. They work — when you come to think about it all the employees work for Cabot Shops.

Q Are they represented by the Cabot Shops committee?

A Yes, sir.

Q There is no separate committee in existence for Ordnance at this time?

A No, sir.

Q Now, you stated that at the Canal Plant there is no longer a committee in existence?

A That's right.

Q And as to all the other plants, are all these committees in existence and functioning, except as to the Ville Platte?

A All except Ville Platte and Canal.

Q And they are all similar in their procedures?

A Well, no, they're not because the procedures are quite different at the union plants.

[134-A] Q Going back to the Canal Plant, do you know when the employee committee at the Canal Plant was discontinued?

A Yes, sir.

Q When?

A When we were negotiating the contract.

Q With the charging union?

A Yes, sir.

Q What method was used to discontinue the committee?

A The union brought up the subject and we said it was the first time the union had ever objected to it but the union objected so we did away with the committee.

Q What method was used to inform the employees that the committee was discontinued?

A We didn't use any, I don't believe, Mr. Bauer. Mr. Paulsen can tell you better than I. My personal opinion was that it was the job of the union to do whatever informing of the employees needed to be done.

Q Going to the Ville Platte Plant, do you recall when the committee was discontinued at the Ville Platte Plant?

A I don't think there was a new committee elected there this year.

Q Were the employees at Ville Platte informed that the committee was discontinued?

A I do not know.

Q You state that in some plants the committees co-exist [135] with the union?

A Yes, sir.

Q Will you please name those plants?

A Yes, sir, Cabot Shops, Pampa, Schafer A and Schafer B.

Q Now, those committees are still in existence today, is that correct?

A Yes, sir. I might tell you a little more about that Ville Platte thing. I want to cooperate with you. They just neglected electing a committee there and in the light of this Complaint which happened to be the same union, the superintendent up there told me he thought the union didn't want us to have the employee committee and personally he didn't see why both committees should do the same job so they just didn't elect any. So the two committees have

been turned over to the union at the two plants where the Chemical Workers represent the employees.

TRIAL EXAMINER:

The Chemical Workers Union is just in two plants, one at Canal and the one at Ville Platte? They are the only two plants in the whole system that this Chemical Workers Union involved here was representing?

THE WITNESS:

Yes, sir.

Q (By Mr. Bauer) Now, is it not a fact that the membership of these committees includes at the carbon black plants all employees below working foremen?

A That's right.

[136] Q At the gasoline plants all employees below chief engineer and working foreman?

A That's right.

Q At the Shops all employees below foreman?

A That's right.

Q At the Pampa office all employees below department supervisors?

A That's right.

* * * *

[143] Q (By Mr. Bauer) Were employees outside of the bargaining unit at the Canal Plant ever members of the employee committee?

A What is that?

Q Were employees who were — you testified, Mr. Stinson, that the committee no longer exists at the Canal Plant.

Now, prior to the negotiations with the union in the early part of this year the committee did exist, did it not?

A Yes, sir.

Q Incidentally, can you place the time of the union negotiations?

MR. HILLYER:

I have a contract here, if the Examiner please.

A It must have been the latter part of March. It took two or three hitches.

Q (By Mr. Bauer) Prior to that time the committee continued to function at the Canal Plant?

A They were elected. I don't know whether they functioned much or not. I doubt it.

Q Did the committee function during the year 1955?

A Yes, sir.

Q The union you will recall was certified on December 1, 1955?

A Yes, sir.

Q And the committee continued in existence for about 3 more months or so, at least, is that correct?

[144] A It should have been re-elected in January, I believe.

Q There were elections held in fact, were there not?

A Yes, but as to time I don't know.

Q What employees were eligible for committee membership at the Canal plant during the period December 1, 1955 to January 1956.

MR. KEENAN:

Objection. The by-laws introduced into evidence by Counsel cover that subject and are the best evidence.

MR. BAUER:

I accept the by-laws as the best evidence as to the membership of the committee.

* * * *

[152] MR. KEENAN:

Then if I may, I would like to dictate the amendment of Answer into the record: Comes now Cabot Shops, Incorporated, herein called Shops, who, with full reservation of all rights under its Motion to Dismiss filed herein for Further Answer to the Amended Complaint issued May 28, 1952, denies the allegations of such Amended Complaint.

* * * *

RENO STINSON

resumed the stand and testified further as follows:

Q (By Mr. Bauer) Mr. Stinson, I am going to show you again General Counsel's Exhibit 4-B, which is the 1953 Employee hand- [153] book and ask you to look at Page 4 thereof. Page 4 contains an organizational chart of the so-called Southwestern organization, and I want you to tell us whether that organizational chart is substantially correct.

A Yes, with one exception, I believe, as far as it goes. It's a very brief chart, but Mr. Loving is now manager of the carbon-black department of Cabot Carbon Company instead of technical liaison. There is one difference there.

Q I have been advised by your counsel that there is a possibility that one or two plants of either Cabot Carbon or Cabot Shops may be located outside of the Southwestern

Division or organization as of today because they are geographically in a different area. Would that be true?

A All three of the subsidiaries operate outside of the Southwestern Division.

Q But all of the plants listed in the by-laws which you read today are within the Southwestern organization?

A Yes, sir.

* * * *

Q (By Mr. Bauer) Now you testified yesterday, Mr. Stinson, [154] that you were the secretary to the group that drafted the original or very first set of by-laws, is that correct?

A Yes, sir.

Q And there was a meeting in Pampa to draft those laws?

A That's right.

Q Where was the meeting held in Pampa?

A The meeting was held in the basement of the Schneider Hotel as I remember.

Q And you testified that employees from various plants attended?

A Yes, sir.

Q Who paid the expenses for the attendance of those employees?

A The Company did.

Q Do you know how those employees had been selected?

A Yes, they were elected by the employees at the various plants.

Q At the meeting which drafted these minutes did you suggest the wording of some of the clauses in the by-laws?

A There is an explanation of that. We had suggested by-laws from the War Production Board which we reviewed, and I don't remember whether I suggested anything or not. I probably was in the discussion as much as anyone else. I remember that we tried to take those things that were applicable to our operation.

TRIAL EXAMINER:
What year was that in?

THE WITNESS:
'43, I believe.

[155] TRIAL EXAMINER:
Let him explain right there at that point how the thing came up, who proposed that such an organization be organized, and how did it come around that this meeting was called, an organization of these committees consummated under by-law. You mentioned the War Production Board on several occasions, and I don't quite understand the relationship you are talking about. Will you explain the whole thing?

THE WITNESS:
All right, sir. It might be a little lengthy.

TRIAL EXAMINER:
Not too lengthy, not all the details, but what brought about such an organization?

THE WITNESS:
I would like to give a little bit of background on the thing

TRIAL EXAMINER:

All right, go ahead.

THE WITNESS:

I was in charge of the construction of the Ville Platte plant and was called into Pampa on this present job. My main job then was dealing with the different war agencies, even to Selective Service, because carbon-black had been overlooked in the scheme of things and had become very critical in the war effort. It had been given a special AA carbon-black priority, even higher than our guns that we were making at Cabot shops, and I was made chairman of my old War Production Board Committee representing the carbon-black industry. I attended a lot of meetings of the different agencies, including the Eighth Service Command, and during that time it was discussed with me personally in Dallas the formation of labor-management committees. [156] A Mr. Haycraft, I believe, had charge of that department.

TRIAL EXAMINER:

What department are you talking about, a government agency, or your agency?

THE WITNESS:

The department within the War Production Board that was promoting these labor-management committees. He was a Government man and through his suggestions and through information that we got from the War Production Board in this department, including particularly suggestions — they also had a plan by which they gave special awards to suggestions. The government gave special awards

to suggestions that had an outstanding effect on the war effort.

We joined that program, and I reported suggestions, agreed to report suggestions, and to explain any suggestion that I thought should be considered for that meritorious award. Then I followed their suggestions. I called the plant clerks at the different plants and asked them to have the employees elect a by-laws committee.

TRIAL EXAMINER:

What do you mean by the clerks? You mean just some clericals working in the office?

THE WITNESS:

Yes, sir, maybe the office manager or head clerk in the office and have those fellows come into Pampa and we would discuss this thing. We worked up the by-laws and then I presented them to Management after this group had accepted.

Q (By Mr. Bauer) Did Management accept those by-laws?

A Yes, sir.

[157] TRIAL EXAMINER:

Did the employees themselves elect representatives and send them to this meeting?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

You represented Management at the meeting in relationship with these employee committees then that were organizing under this plan?

THE WITNESS:

I felt like I was more representing the War Production Board in that meeting than Management.

TRIAL EXAMINER:

What was the outcome of the meeting which these employees attended? What did you all do at this meeting? What was done?

THE WITNESS:

We drew up the by-laws and presented them; I presented them to Management; they took them back to their group of the employees for approval and they approved it and elected regular committeemen accordingly.

TRIAL EXAMINER:

I haven't studied the by-laws, but from that point on, what representatives does Management have to deal with these employee committees? Are any members of Management on the committees themselves?

THE WITNESS:

No, sir.

TRIAL EXAMINER:

No supervisors or foremen or any kind of management representative on any of these committees?

THE WITNESS:
No, sir.

TRIAL EXAMINER:
Does Management have any voice in electing the committee members?

[158] MR. BAUER:
Mr. Examiner, if I may interrupt, I think I may bring that out later in the course of —

TRIAL EXAMINER:
I am just trying to expedite the thing a little bit so I can get a picture from the beginning. I am not trying to infringe on your province there, but I would like to get the original picture and then from there on.

MR. BAUER:
The by-laws are not too long, Mr. Examiner. Maybe it would help you if you took a look at them.

TRIAL EXAMINER:
I am sure they would, but this witness could probably tell me in a few words. A lot more quickly than I could study the by-laws right now. I'll just ask him one more question.

What does the Central Committee consist of?

THE WITNESS:
The Central Committee consists of the chairman of each plant committee.

TRIAL EXAMINER:
How many members on each plant committee?

THE WITNESS:
It's varied.

TRIAL EXAMINER:
Varied?

THE WITNESS:
According to the size of the plant.

TRIAL EXAMINER:
The Central Committee, does it have any members of Management on it?

THE WITNESS:
No, sir, we don't consider it so.

TRIAL EXAMINER:
Who deals with it as a part of the Management?

THE WITNESS:
There is no dealing with the Central Committee [159] as far as that goes, as far as that is concerned. I think he may bring this out in the testimony but I meant to say this: It is a committee to bring information from the bottom up and to give information from the top down. That is one of the purposes of it.

TRIAL EXAMINER:
One more question and I am through. What was the original function of this entire organization of committees

headed by the Central Employee Committee? What are the functions of it? What were they supposed to do?

THE WITNESS:

That may take a little review and I would have to go very much into detail.

TRIAL EXAMINER:

I will withdraw the question then and let the General Counsel develop that.

Q (By Mr. Bauer) Mr. Stinson, we have spoken about the initiation of those various committees in the war days and you have told us that after the by-laws were drafted by the tentative by-laws committee of which you were secretary that these by-laws were approved by higher Management.

A That's right.

Q And after they were approved by higher Management that the committees were elected at the various plants pursuant to the election provisions in the by-laws. Is that correct?

A I suppose so, yes, sir.

Q I wasn't there, Mr. Stinson, but you would be in a position to know since you followed the set-up of it.

[160] A It was a very flexible thing. It was up to the committee, as I remember it.

TRIAL EXAMINER:

Just a minute, I understood this witness when I asked him questions I may have gotten a little different angle — I understood him to say that representatives were elected by employees and sent to this original meeting, at which the by-laws were prepared and that after the by-laws were pre-

pared, they were submitted back, both to Management and to the employees, employees' representatives, and approved by both and adopted.

THE WITNESS:

That is correct.

Q (By Mr. Bauer) Let me bring out some more details as to the latter portion of that. How did the approval of the by-laws take place in the various plants by the employees?

A Each representative of this original committee was supposed to call a meeting of his employees, of the employees at his plant and go over the by-laws and I know they did it at most of the plants.

Q I am going to ask you to look at the list of plants that you looked at yesterday, Mr. Stinson. I want you to go over that list and tell us whether from each plant the committee was established in 1943 or thereabouts, or whether it was established at a later time.

A I'll give you a list of those originally established, that I know was originally established: Cabot Shops, Estes, Kermit, Pampa Office, Pampa Warehouse, Schafer A, Schafer B, Ville [161] Platte and Walton which is Walton-Keystone.

Q At each one of those plants the establishment of the committees followed the pattern you have just testified to, is that correct?

A Yes, sir.

Q That occurred back in 1943 or thereabouts?

A Yes, sir.

Q Do you recall when the committee was established at the Canal plant?

A No, sir.

Q Do you recall when the committee was established at the Dixon plant?

A No, sir.

Q Do you know when the Dixon plant became a part of Cabot Carbon Company?

A No, sir, not off-hand, I don't.

Q Was it after 1950?

A Yes. Dixon plant was a part of the General Atlas Carbon Company which was purchased, and I don't remember what year.

Q Was it sometime after 1950?

A Yes.

Q So the committee was established at Dixon sometime after 1950?

A I'm pretty sure, I'm not sure it was after 1950. Let's see, on those dates that's going back when things were really [162] happening, Mr. Bauer —

Q Was it after the war?

A It was during the war.

Q The Korean War?

A World War II.

Q You purchased Dixon during World War II?

A Yes, sir, Dixon and Pampa.

TRIAL EXAMINER:

Does this Cabot organization date way back before World War II, or is it one of the companies that came into existence to promote the war effort?

A It's about 76 years old.

TRIAL EXAMINER:

About 76 years old? It's an old concern.

THE WITNESS:

An old concern.

Q (By Mr. Bauer) Now, do you recall when the Mills R & D plant was set-up?

A No, it may have been originally but I don't remember.

Q Do you know when the Pampa plant was set-up?

A No, sir.

Q Was it after 1950?

A It was after we purchased General Atlas Carbon Company and not long thereafter, I would say.

Q When did you acquire and set-up the Schafer Lab?

A Schafer Lab has been there a long time now. I don't remember about these laboratories because I'll explain that — these things have grown. In other words, more research and development [163] in laboratory work has been moved from Boston to the Pampa area over the last 10 or 15 years. I don't remember where they were originally, whether they were originally in the organization or not. I think they were and I think the Pampa warehouse was, but I'm not sure.

Q Was the General Atlas Carbon Company dissolved shortly after 1952 or in '52?

A I don't remember.

Q Was it dissolved shortly after its acquisition?

A It seems to me, I'm pretty sure it was. I have so little to do with that end of the business.

Q I'm just trying to pinpoint the dates a little more specifically, Mr. Stinson. I call your attention to page 3 of General Counsel's 4-B which notes that General Atlas Carbon Company was dissolved in 1952.

A That's correct then.

Q You think it was dissolved shortly after its acquisition?

A Yes, sir.

Q Do you recall when the Ville Platte plant went into operation?

A I believe in the latter part of 1943, or the first part of 1944.

Q Let me refresh your recollection. Is it a fact that the Canal plant here at Franklin was built mainly during 1951 and started to go into production in 1952?

[164] A I believe that's right, yes, sir.

Q At each of those plants these committees continued to exist and function, is that correct?

A Yes, sir.

Q At the non-union plants — let me call your attention to the fact that yesterday you read off a list of the plants where the employee committees are currently functioning. Now, at the non-union plants that you listed, is it not a fact that one of the functions of those committees today is to deal with employee grievances?

A They handle employee grievances —

Q That is one of the functions today, is it not?

MR. KEENAN:

Will you let the witness finish the question, please sir. You gave him a loaded question, Mr. Bauer, you used the words "deal with," and he was about to complete an answer and you interrupted —

MR. BAUER:

This is cross-examination, Mr. Keenan.

MR. KEENAN:

Let him finish his answer. It's my only request.

TRIAL EXAMINER:

What was the question? Do you remember what the question was?

MR. BAUER:

I will repeat the question.

Q (By Mr. Bauer) At the non-union plants listed yesterday, is it not a fact that one of the functions of those committees today is to deal with employee grievances?

[165] A I say, one of their duties and purposes is to handle employee grievances.

Q And that is one of their purposes today, is that correct?

A Yes.

TRIAL EXAMINER:

Not to go into detail, but what are all the functions at the non-union plants of these committees?

THE WITNESS:

Generally, here it is: Safety, increased efficiency and production, conservation of supplies and materials and equipment, encouragement of ingenuity and initiative — incidentally, through the Suggestion Plan, the formal Suggestion Plan — and to handle grievances at non-union plants.

Q (By Mr. Bauer) Is it not also a fact, Mr. Stinson, that at the union plants, one of the functions of these committees is to deal with employee grievances at the non-union departments of such plants?

A No, sir.

TRIAL EXAMINER:
What did you say?

THE WITNESS:
I said, no.

TRIAL EXAMINER:
What do you mean by the non-union departments of union plants?

MR. BAUER:
Mr. Stinson, just read off the fifth purpose of these employee committees and the phrasing of that fifth purpose, according to the by-laws, and the Cabot Guide, the Company policy book, is "grievances (non-union plants or departments)"

[166] Q (By Mr. Bauer) Now, I want to know if there is a non-union department in a plant which is otherwise unionized? Whether the committee can handle a grievance for such a non-union department?

A I will explain that this "department" means other departments than plants which is represented by a committee such as the Pampa Office, Laboratories, the warehouse, and so forth. It doesn't mean another department within a plant? Now, you've asked me a question there that I want to think about a little bit. Whether they handle a non-union group's grievance at a plant. As far as I can remember, I can never remember them handling one. I can recall grievances handled directly by those people individually or in groups, but I don't recall the committee ever handling that.

Q In other words, there were employees at union plants who were not in a unionized section of the plant who would

handle a grievance directly with Management or in a group but not through the employee committee?

A I don't remember — no.

Q You don't recall?

A No, sir, I said no on that. We would consider any grievance if it came from either source, as far as that is concerned, but I said no right quick because I hadn't thought of that ever happening. It hasn't.

Q You don't know, in fact, whether, it has or has not happened [167] to your knowledge?

A To my knowledge, I'm pretty sure it hasn't happened.

Q You can't be positive on it, can you?

A No, of course not.

Q Would the committee in such a plant have authority to process a grievance from an employee in a non-union section of the plant?

A Would they have authority? I just don't know, sir. I think we would consider a grievance and go to the individual with it probably.

Q Let me give you a concrete example. Suppose an office clerk, not in the unit of the union, goes to the committee and complains about his failure to get a promotion. Would the committee today be able to present his grievance to Management, as a committee?

A I would think so.

TRIAL EXAMINER:

You have reference to any union plant?

MR. BAUER:

That's right, but an employee —

TRIAL EXAMINER:

— who is not a member of the union?

MR. BAUER:

— who is not in a unit which the union covers.

Q (By Mr. Bauer) You think that is true of all employee committees in existence, still in existence at the union plants?

A I would think so.

TRIAL EXAMINER:

Right there on that point, let me ask you this. Does the Company bargain collectively with anyone [168] of these committees as to employees who are not in the unit, represented by the union?

THE WITNESS:

No, sir.

TRIAL EXAMINER:

Concerning wages or working conditions?

THE WITNESS:

No, sir.

TRIAL EXAMINER:

Do they bargain collectively with anyone of these committees with respect to wages and hours and working conditions in non-union plants?

THE WITNESS:

No, sir.

MR. BAUER:

Mr. Examiner, may I respectively object to the question because I want to bring out some of these functions at a later stage?

TRIAL EXAMINER:

You can bring it out, but when you're on the subject, I want to get all of the subject and not maybe overlook part of it later on.

MR. BAUER:

Mr. Examiner, collective bargaining may be a legal conclusion and what is or is not collective bargaining may be a matter of opinion and the cases also state —

TRIAL EXAMINER:

If you think the man doesn't understand what I mean by collective bargaining, you can go into detail.

MR. BAUER:

I would like to bring out the more specific functions —

TRIAL EXAMINER:

I am not trying to prevent you from bringing it all out, but I want to get the whole picture as we go along.

[169] MR. BAUER:

But collective bargaining is a legal conclusion, and I may object to the conclusionary statements of the witness on that point.

TRIAL EXAMINER:

You have a perfect right. I want you to go into detail

about that if you don't think he can understand the term, but the term is very accurately defined in the Act itself. If this witness doesn't understand what I mean about it, I want you to elaborate on it.

MR. HILLYER:

Mr. Examiner, may I ask the stenographer if she got Mr. Stinson's answer, to your prior question?

THE REPORTER:

Yes, sir.

Q (By Mr. Bauer) Do the functions of the committees at the union plants include the safety functions?

A I believe so. I think that's more or less up to the union, the management and the committees. There has been special safety committees appointed, and the employee committees have acted as safety committees. It is a pretty flexible thing.

I think the employee committee at Ville Platte at one time suggested, and I'm sure the union committee was in agreement, made the same suggestion that each man in the plant be put on a safety committee, or rotated so that he would have the responsibility of thinking about safety.

Q That is a distinct function at times then for the employee committee or does that function — let me rephrase that. Does [170] that mean that the employee would be elected to membership on the employee committee or that a special safety committee would be established?

A It would be a special safety program arranged through, I imagine, the employee committee, maybe as a suggestion of the employee committee.

Q Let me read you each union plant and ask you whether at that plant, to your present knowledge, the employee committee has the power to deal with safety: Cabot Shops?

A Yes, sir, I think — I would say, yes, sir.

Q Pampa?

A I don't know.

Q Schafer B?

A Presently, I don't know.

Q Did you know, as of, say, a year ago?

A Over the last several years I know they have acted as a safety committee and probably presently, but I don't know that they are presently. The safety department is a separate department from my department.

Normally the safety department is under industrial relations but in our organization, as you will notice by their chart, it is separate and the safety department is working with the committees and the supervisors without my knowledge.

Q Isn't it a fact that at each one of the plants today, both union and non-union, the employee committees if they are [171] still in existence have the power to deal with suggestions submitted by employees?

A They have only the duty of recommending to Management, to Plant Management. There is a suggestion box or when a suggestion comes in, it comes to the committee usually and the committee brings it into the meeting, discusses it with Management, and recommends whether or not it deserves an award, or maybe recommends that it be tabled until it be investigated further, or maybe recommends that the suggestion be tried out before the award is given and such things as that. They have no authority to deal on suggestion. It is up to Management to decide.

They assist Management very much in checking into the suggestions and encouraging the presentation of suggestion.

Q All right, sir. Now, at each of the plants where the employee committees are still in existence, both union and non-union, do they administer the so-called Flower Fund?

A I wouldn't know.

Q You know that in some plants they do?

A I think at Schafer plant for instance, those two committees meet together, the union committee and the employee committee. They meet in a joint meeting and I expect the joint committees handle the Flower Fund.

TRIAL EXAMINER:

What do you mean by the Flower Fund? Do you buy somebody flowers in the case of death?

Q (By Mr. Bauer) Do you want to explain that?

[172] A The Coke machines at most of the plants, maybe all of them, money from that is put into a fund for the employees and usually that is used as a Flower Fund by the employees when they send flowers when they have sickness. There is no set rule for handling that. That is between the superintendents and the committee, I would say, Mr. Bauer.

Q Again referring to the committees, which are now in existence is it not a fact that as a matter of routine you are informed when committee elections are held and who is elected?

A Yes, sir.

Q And from each plant where a committee exists you get a notification in some form telling you of the new committeemen and the outcome of the balloting?

A Supposed to, yes, sir.

MR. BAUER:

I have marked for identification certain exhibits as follows: General Counsel's Exhibit 8-A, an interoffice correspondence memo of The Cabot Companies, dated March 13, 1952, with the subject heading Employee's Committee Election at Canal Plant, and addressed to Mr. Reno Stinson; as General Counsel's Exhibit 8-B, a document which appears to be a similar interoffice memo of The Cabot Companies, dated January 20, 1953, subject Employee's Committee Election, addressed to Mr. Reno Stinson; as General Counsel's Exhibit 8-C, a document which appears to be another Cabot Company interoffice memo, dated January 20, 1954, subject heading, Employee's Committee Election, addressed to Mr. Reno [173] Stinson; and as General Counsel's Exhibit 8-D, a document which appears to be a letter on Cabot Carbon Company, Canal plant letterhead, dated January 14, 1955, and addressed to Mr. Reno Stinson, Pampa Office, and containing the typewritten name of E. C. Smith, and purporting to enclose an attachment which appears to be the official results on committee election balloting counted January 14, 1955.

(Thereupon the document above referred to was marked General Counsel's Exhibits Nos. 8-A through 8-D for identification)

Q (By Mr. Bauer) Mr. Stinson, I am going to show you these documents and ask you if you recognize these as documents sent to you from the Canal Plant, pertaining to the committee elections held at the Canal Plant?

A Yes, sir, that one.

Q You recognize General Counsel's Exhibit 8-D
(No response.)

TRIAL EXAMINER:
You do recognize this 8-D?

THE WITNESS:
Yes, sir. That's '55, isn't it. This is '54. I don't recall this, but I'm sure I received it.

That's a little older. Is this part of a letter here?

Q (By Mr. Bauer) This is what was furnished to me, Mr. Stinson.

A I don't remember the contents of that at all.

Q Do you recall receiving it?

[174] A No, I don't. I feel sure that I did, but I can't say that. The same thing here, I may have never seen this letter. My assistant may have handled them, or my secretary, as routine, that goes for all of them.

Q But it is the policy for the employee committees at the particular plants to inform you of the employees that have been elected to the committees?

A Yes, sir, I feel sure that those were received by my office.

MR. BAUER:
I offer General Counsel's Exhibits 8A, 8B, 8C and 8D into evidence.

* * * *

[175] TRIAL EXAMINER:

All right. Let the documents as identified be admitted in evidence.

(The documents heretofore marked General Counsel's Exhibits Nos. 8-A through 8-D for identification, were received in evidence.)

* * * *

[176] TRIAL EXAMINER:

Yes.

Q (By Mr. Bauer) Mr. Stinson, do you get the minutes of the committee meetings which are held at the various plants?

A Yes, sir, supposed to, copies of the minutes.

Q That is what I mean.

A Yes, sir.

Q And you get them from all plants where committee minutes are kept?

A Supposed to, yes, sir.

Q Do you know which plants keep minutes?

A Not offhand.

Q Would it help you if I read the list of plants off?

A I don't know whether I could be very accurate on it or not.

Q Can you give us your best recollection on it?

A Cabot Shops: I don't believe I get minutes from Cabot Shops, not many anyway. This is just from memory. Glancing over the minutes as they come in. Sometimes I have time to and sometimes I don't.

TRIAL EXAMINER:

As a general rule, do all the committees that are functioning submit copies of their minutes to you?

THE WITNESS:

No, sir, not always.

[177] Q (By Mr. Bauer) When you say "not always," is it irregular? Sometimes they do, and sometimes they don't.

A Both ways. Sometimes some of them never submit any and in other cases they would be very regular. Pampa office: I don't remember any minutes from the Pampa office. Pampa warehouse: I don't remember minutes in a good long while from the Pampa warehouse. Schafer lab: I don't remember minutes from Schafer lab, and I don't remember any minutes from Ville Platte in a good long while.

Q You do recall receiving minutes from some of the other plants?

A Yes, sir.

Q And you are so receiving those today?

A Yes, sir.

MR. BAUER:

I am going to mark for identification as General Counsel's Exhibit 9, a set of documents which purport to be the minutes of committee meetings at the Canal plant held over a period of time.

* * * *

Q (By Mr. Bauer) Let me ask you one more question about [178] General Counsel's Exhibit 8-D, which is a let-

ter from E. C. Smith to you. Could you tell us who E. C. Smith is?

A He is the plant office manager at the Canal plant here in Franklin.

Q He is also known as Cotton Smith?

A That's right.

MR. BAUER:

I am going to mark as General Counsel's Exhibit 9 for identification, a set of documents which appear to be of the minutes of the plant committee meetings of the Canal plant, beginning with the period April 22, 1952 and the list of minutes I am so identifying purport to be minutes of meetings held on the following dates, beginning with April 22, 1952; 5-29-52; 7-1-52; 10-1-52; 2-2-53; 3-5-53; 4-2-53; 5-19-53; 6-4-53; 7-2-53; 7-28-53; 8-19-53; 11-18-53; 12-22-53; 1-20-54; 2-17-54; 3-12-54; 4-14-54; 5-19-54; September 1, '54; September 29, '54; October 11, '54; October 13, '54; November 24, '54; November 29, '54; December 22, '54; January 19, '55; February 16, '55; March 24, '55; April 13, '55; May 9, '55; May 9, '55; June 1, '55; June 29, '55; July 27, '55; August 24, '55; September 13, '55; October 13, '55; November 10, '55; and December 16, '55.

* * * *

[180] Q (By Mr. Bauer) I am going to ask you to look at General Counsel's Exhibit 9 and ask you to note that at the end of each minutes of the committee meetings there is a set of initials which appear to be the initials of people

who received distribution of these minutes and among those is the initial R. S. Is that you Mr. Reno Stinson?

A Yes, sir.

* * * *

[181] MR. BAUER:

I am marking for identification as General Counsel's Exhibit 10, a document which appears to be an Employee Grievance Form, dated 10-11-54. I'm going to show the witness this form and ask him whether he prepared the printed part of that form and drew up the form?

A I'm not sure, but I believe this is a copy of the form by the War Production Board.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 10 for identification.)

[182] Q Let me call your attention to the back of that form, Mr. Stinson, where there appears the notation, Employment Form No. 21 and then R. S. 3-8-48, and ask you whether that initial indicates that you prepared that form?

A Not necessarily.

Q Does it indicate that you approved that form?

A It indicates that my office received this form from the printing department and, of course, this form number is a form they keep set up.

Q The Form No. 21 is that a Cabot form number?

A That is our printing department's form number.

Q You have your own printing department?

A Yes, sir.

Q It was printed in the printing department of the Cabot organization?

A Yes, sir.

Q And that form is distributed by your office?

A Yes, I am sure it is, yes, sir.

MR. BAUER:

I mark for identification as General Counsel's Exhibit 11, what appears to be a pamphlet with a green cover. It has the heading Twenty - Third Management Conference, Southwestern Division, March 15 through 16, 1955, Pampa, Texas, and which purports to be an announcement of the events occurring at such conference. I am going to show this to the witness and ask him whether he recalls this document?

[183] A Yes, sir.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 11 for identification.)

Q Did you prepare it, sir?

A This was prepared by Horace Prince, one of my employees.

Q He's one of your employees?

A Yes, sir.

Q And you approved the issuance?

A I don't think so.

Q I call your attention to page 2 thereof, and ask whether there is set forth the announcement of a Central Employee Committee meeting for Tuesday, March 15?

A This part is, yes, sir.

MR. BAUER:

I herewith offer General Counsel's Exhibit 11 into evidence.

TRIAL EXAMINER:

Any objections?

MR. HILLYER:

Only our general objections, sir.

TRIAL EXAMINER:

Let it be admitted into evidence.

(The document heretofore marked General Counsel's Exhibit No. 11 for identification, was received in evidence.)

TRIAL EXAMINER:

Mr. Stinson, what is your definition of a management conference, such as this?

THE WITNESS:

Twice a year we have the superintendents from [184] the different areas. You see, we're pretty well scattered for a small outfit, over five states, so we bring our superintendents and people from that level on up all together twice a year, and especially once a year, into a management conference in which our people — in the Spring Session we usually have someone from the parent company to tell how they are getting along with their plants and their programs, and so forth, and each departments' vice president reports on what his department is doing, Mr. Baker from

Cabot Shops, Mr. Green, from the oil and gas department, Mr. Loving, from the carbon black department and so forth.

And the safety department reports on safety and discusses the different problems. In the Spring Session, we invited our Central Committeemen to sit in on that management meeting as guests. It is used as a communication meeting for the employees to hear from the top of the Company and then after that, I have a meeting with the committeemen and hear anything that they want to talk about and bring in that Central Committee meeting, I'll bring in representatives of the safety department, the credit union if they want to talk to them, or the editor of the magazine, The Flame.

TRIAL EXAMINER:

And what does this document that has just been admitted in evidence as General Counsel's Exhibit 11, what is that supposed to be?

THE WITNESS:

That's the program for the meeting.

[185] TRIAL EXAMINER:

The program for the meeting?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

Who is that issued by?

THE WITNESS:

My office, worked up by my office.

Q (By Mr. Bauer) I think you have already testified, Mr. Stinson, that these Central Committee meetings are annual meetings, attended by the chairmen of the various employee committees in the various plants?

A Yes, sir.

Q Do you know how long these meetings have been held, for how many years?

A No, no, I don't know whether we've missed a year since we started or not. I doubt it, I don't remember missing one. Whether we started having them right at the start of the committees, I don't believe we did. I think it came up at a management meeting that it would be good to invite these committeemen in to hear the Company's story on progress and so forth.

Q Who paid the travel and other expenses in connection with the trip?

MR. KEENAN:

Mr. Bauer, I don't object to the question, but if you keep on going into matters that have been the subject of stipulation we're never going to get anywhere.

MR. BAUER:

I thought this would be just as quick.

MR. KEENAN:

It's already stipulated, isn't it?

[186] MR. BAUER:

I don't think on the record, sir.

MR. KEENAN:

We'll be glad to stipulate; I thought we had.

MR. BAUER:

I thought not on the record, but I may be mistaken.

MR. KEENAN:

Stipulate it. We'll agree to it.

MR. BAUER:

It is stipulated by counsel for General Counsel and counsel for Respondent Cabot Carbon Company and Cabot Shops, Inc. that the expenses of employee committeemen who attended the so-called Central Committee meetings in Pampa were paid by the Company. They were paid for actual, out-of-pocket expenses, incurred in connection with transportation expense and for lost working time.

TRIAL EXAMINER:

You say committee meetings, you mean to attend the management conference?

MR. BAUER:

These were also know, Mr. Examiner, as the meetings of the Central Committee, the annual meetings held in conjunction with the management conference.

TRIAL EXAMINER:

Is that so stipulated, gentlemen.

MR. BAUER:

I believe, Mr. Keenan, that you mentioned, that if it was their day off they were not paid for working time?

I would like to go off the record for a minute.

TRIAL EXAMINER:
Off the record.

(Discussion off the record.)

MR. KEENAN:
The stipulation is acceptable as read but I would like to add one qualification to clarify the whole thing, [187] and that is, the employee neither gains nor loses by his trip to Pampa.

MR. BAUER:
That is agreeable.

TRIAL EXAMINER:
Let it be so stipulated.

Q (By Mr. Bauer) At these annual meetings of the Central Committee, Mr. Stinson, are minutes kept?

A Yes, sir.

MR. BAUER:
I herewith mark for identification as General Counsel's Exhibit 12, a set of documents which appear to be minutes of meetings of the employee committee at Pampa, Texas, for the year, 1950, 1951, 1952, 1953, 1954, 1955 and 1956. To some of these documents there appears to be attached also minutes of the joint meetings between the superintendents and employee committeemen.

MR. KEENAN:
Let me see them.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 12 for identification.)

Q (By Mr. Bauer) Mr. Stinson, I am going to ask you to look at a copy of the minutes of the employee committee meeting at Pampa, Texas held on March 17th, 1954, and ask you whether that appears to be a true copy of the minutes?

A Yes, sir, I am sure of that.

Q I am going to show you a copy of the minutes of an employee committee meeting held in the Cabot Auditorium in Pampa, Texas [188] March 15, 1955, and ask you to look at it and see whether that is a true copy of the minutes?

A It is.

MR. BAUER:

I herewith offer General Counsel's Exhibit 12 into evidence.

MR. KEENAN:

Other than my general objection, particularly that as to the currency of the documents, I have no objections.

TRIAL EXAMINER:

All right, they will be admitted into evidence subject to the objection stated.

(The document heretofore marked General Counsel's Exhibit No. 12 for identification, was received in evidence.)

Q (By Mr. Bauer) Let me ask you a few questions as to how these minutes were prepared, Mr. Stinson.

A All right, sir.

Q Did you read those minutes over after they were recorded but before they were issued?

A No, sir.

Q Now, these minutes were kept by Miss Elsa Plants?

A That is right.

Q And she is your own secretary?

A That is right. Incidentally, I haven't read 1956 yet.

Q She prepared those minutes in your office?

A Yes, sir.

Q And distributed them from your office?

[189] A That's right.

Q But to the best of your knowledge they are an accurate account of what occurred at those meetings?

A Yes, sir.

TRIAL EXAMINER:

Does she attend these meetings and record the minutes herself?

THE WITNESS:

Yes, sir.

* * * *

THE WITNESS:

Mr. Bauer, I might comment a little more on that. I said I don't approve those minutes. I think there might be times when she would ask me if I remembered a fact, whether it was this way or that way, and that would be about as much as I would have to do with that.

Q (By Mr. Bauer) She would check with you before she would type out a doubtful item?

A That's right, yes, sir.

Q Calling your attention to the meeting in 1956, Mr. Stinson, which I believe you attended —

[190] TRIAL EXAMINER:

At —

MR. BAUER:

At Pampa, Texas, of the Central Committee.

Q (By Mr. Bauer) I ask you whether there was a vote at that meeting for a change in the by-laws of the plant committees?

A Yes, sir, I believe there was.

Q Do you know who had drafted this change of the by-laws?

A Yes, sir.

Q Who had?

A Miss Plants.

Q Miss Plants had?

A Yes, sir.

Q Do you know when this change had been drafted?

A Yes, sir, it came up as a result of the investigation down here by your Mr. Smollen I believe, in which he pointed out that there had been a change made in the by-laws without any record of it and the year before, as I remember it, we failed to take a vote on it. It was discussed and she assumed that it was all right to make the change, I guess.

Q In other words, the change had been made previously?

A That's right.

Q And had it been incorporated in the by-laws as previously issued?

A Yes, I believe so, I think that is right.

Q And then there was a vote in the 1956 meeting ratifying the previous change which had been made?

[191] A Yes, sir.

Q Do you know whether any advance notice of that change had been given to the employee committeemen?

A Not except those that attended the year before probably. There were several there that had been in that meeting the year before. All that I would think those changes involved, as I understand it from Miss Plants, were things that were discussed as out of date and obsolete and not effective in our operations and cluttering up the by-laws.

Q Do you recall whether those were discussed at the Central Committee meeting in 1955?

A Yes, sir, '55?

Q '55.

A I think they were, I'm sure they were.

Q Do you know who brought them up?

A No, sir, I don't remember.

Q If it was discussed would it be in the minutes?

A Not necessarily, of course those minutes don't cover everything. I don't know whether it would be or not.

Q At any rate the change was incorporated into the by-laws prior to the 1956 meeting?

A Yes, sir.

Q (By Mr. Bauer) I mark for identification as General Counsel's Exhibit 13 a document which purports to be a notice or letter dated May 24, 1954 and addressed to the Superintendents [192] and Employee Committee Chairmen and there appears the signature Reno Stinson. Underneath are the letters E. P. and I am going to show this letter, pur-

ported letter, to Mr. Stinson and ask him if he recognizes said letter?

A I don't need to read all of it.

(Thereupon, the document above referred to was marked General Counsel's Exhibit No. 13 for identification.)

Q (By Mr. Bauer) Do you recognize that letter, Mr. Stinson?

A Yes, sir.

Q Did it come from your office?

A Yes, sir.

TRIAL EXAMINER:

You issued and distributed that letter?

THE WITNESS:

Yes, sir.

MR. BAUER:

I herewith offer General Counsel's Exhibit 13 into evidence.

MR. KEENAN:

No objection.

TRIAL EXAMINER:

Let it be admitted.

MR. KEENAN:

Subject to our objection as to timeliness.

TRIAL EXAMINER:

GC Exhibit 13 is admitted.

(The document heretofore marked General Counsel's Exhibit No. 13 for identification, was received in evidence.)

Q (By Mr. Bauer) Mr. Stinson, I notice you have a copy of the Cabot Guide in front of you?

[193] A Yes, sir.

Q Whose copy is that, do you know?

A Mr. Paulsen's, I believe.

Q That's Mr. Paulsen's copy?

A The one out here at the Canal plant.

Q At the Canal plant?

A Yes, sir.

Q The material therein is the same as in all the other copies of the Cabot Guide?

A The what?

Q The material therein is the same as in all the other Cabot Guides in your Southwestern organization.

A Not necessarily but all that involves the employee committees would be the same. For instance, the Cabot Engineering Guide where there are no employee committees, they wouldn't have that part probably, and vice versa.

TRIAL EXAMINER:

The Trial Examiner observes that it is a looseleaf book in which you insert the pertinent material that is applicable to the plant that is using it, is that correct?

THE WITNESS:

That is right and make changes as readily as we can and while the handbook becomes obsolete we keep this up to date.

* * * *

[194] TRIAL EXAMINER:

You may proceed, Mr. Bauer.

Q (By Mr. Bauer) I think I may have asked you this question before, Mr. Stinson. Can you tell us whether there was an election held for the employee committee at the Canal plant this year?

A Yes, sir, I am sure there was.

Q And the committee was still in existence at the time you entered bargaining negotiations with the Union, is that correct?

A Yes, sir.

* * * *

TRIAL EXAMINER:

All right.

On that question he just asked you, you say the committee was still in existence up until the time you were bargaining with the Chemical Workers Union at that plant. Do you recall now at just what stage of the bargaining it was discontinued? I believe it was stated that it was discontinued?

MR. BAUER:

Yes, sir.

THE WITNESS:

No, sir, I don't. It seems to me like it was the middle or latter part that the subject came up. Maybe [195] it was the first, I don't remember what stage but the Union objected to the employee committee, not so much objected as thought the union committee could serve both purposes I believe and we agreed that if it suited the Union it suited us.

TRIAL EXAMINER:

Was the discontinuance of the committee coincident with the signing of the contract with the Union or not?

THE WITNESS:

It was coincident with the bargaining that resulted in the signing of the contract. There was nothing in the contract about it, however.

TRIAL EXAMINER:

It was not mentioned in the contract?

THE WITNESS:

I don't believe so.

TRIAL EXAMINER:

As I understand you, at least since the consumation of the contract and the signing of the contract the committee in that plant has been absolutely abandoned, dissolved?

THE WITNESS:

The Union committee has taken over their duties and responsibilities particularly in handling the suggestion practice.

TRIAL EXAMINER:

I mean the other committee as such is absolutely out of existence?

THE WITNESS:

That's correct.

TRIAL EXAMINER:

All right, go ahead.

Q (By Mr. Bauer) May I ask you one question in connection with this. Do you recall, Mr. Stinson, if the Union requested a contract clause stating that the Company would not recognize [196] any other committee?

A No, sir.

Q Is it not a fact that this was one of the clauses in the proposal submitted by the Union?

A Maybe it was, I don't remember how the subject came up, probably was.

Q Is it a fact that the Company refused to include that clause in the final contract as executed?

A I don't think we discussed that much after we agreed. I don't believe the Union asked that it be inserted in the contract.

MR. BAUER:

That is all, Mr. Stinson.

MR. HILLYER:

May we have a short recess?

TRIAL EXAMINER:
All right.

(Short recess.)

TRIAL EXAMINER:
On the record.

TRIAL EXAMINER:
Counsel for Respondents may examine the witness.

CROSS-EXAMINATION

Q (By Mr. Hillyer) Mr. Stinson, you were questioned by the counsel for the Board, counsel for the General Counsel, excuse me, with regard to the original formation of the employee committees in the Cabot Carbon Company organization. You stated something about the War Production Board having had something to do with the formation of those committees. I would like to go a little more fully into that subject with you. Would you [197] please explain for the record exactly what part the War Production Board played in the formation of the employee committees?

A Well, I thought I had covered that pretty thoroughly but, of course, the War Production Board was interested in more production-per-man ideas that would develop more production so they were interested in the Suggestion Plan. They were interested in developing employee interest in their work, which the Suggestion Plan did in order to produce as much per man as could be produced. They felt that the settling of grievances, complaints and or working out problems through an employee committee would certainly

enhance that thing, particularly and especially safety housing, and transportation at that time was quite a problem, and "share the ride," because of the gasoline shortage, was one of the original things that they recommended the employee committee work with Management on.

Q Did the War Production Board furnish you with material to give you information as to how the committees should be set up and as to what functions they should serve?

A Yes, sir.

Q Do you recall whether the function of handling grievances was recommended by the War Production Board for the employee committees?

A At the non-union plants, yes.

Q Did the War Production Board suggest that these committees be set up for all plants whether or not there were bargaining [198] units represented by unions?

A Yes, sir.

MR. BAUER:

Objection; there is no showing that the unions existed in 1943 at any of the plants.

Q (By Mr. Hillyer) Did unions exist in 1943 certified by the NLRB or otherwise recognized by the Company at any of your plants?

A Yes.

Q Do you recall offhand how many?

A I would probably have to review that. There was a union at the Bowers plant, I believe at Cabot Shops, Mills plant and the Schafer plant.

MR. HILLYER:

Does that satisfy your objections, sir?

MR. BAUER:

Yes, sir.

MR. HILLYER:

I believe the witness answered the previous question before your objection was made. Therefore, I suggest we let the witness' answer stand.

TRIAL EXAMINER:

Have the unions that were at those plants at that time, have they continued as active representatives at those plants down to the present day?

THE WITNESS:

The Bowers plant is no more. The other plants are still in existence and the unions still represent the employees.

Q (By Mr. Hillyer) The Bowers Plant was dismantled, was it not?

[199] A Yes, sir. And the Mills plant was dismantled.

Q However, you still have the Mills R&D, do you not?

A Yes, but that is a separate organization entirely.

Q Did the War Production Board suggest that these committees act as a collective bargaining agency of the employees at the plants with regard to wages, hours and other conditions of employment?

A No, sir.

Q At the time that these committees were organized, was it the purpose to comply with the War Production Board's suggestions and recommendations?

MR. BAUER:

Objection.

TRIAL EXAMINER:

Objection overruled.

A It was one of the purposes I would say, the main purpose.

Q (By Mr. Hillyer) At the time that these committees were organized, were not all of the Cabot Carbon Company's operations subject to a great deal of governmental control?

A Yes, sir.

Q Was Cabot engaged in operations of materials that were critical in the war effort?

A Yes, sir; so critical that Eisenhower sent a General Schmidt to meet with carbon black executives in Amarillo to tell us just how critical the carbon black situation was in the Battle of the Bulge in which an unforseen problem developed. Tires going out on that rocky country over there, they couldn't replace them [200] with new tires so they circulated trucks through the old Seiberling plant in Paris and retreaded them and we even flew black by plane to the Seiberling plant in order to keep that retreading operation going.

TRIAL EXAMINER:

You said President Eisenhower. Did you mean General Eisenhower?

THE WITNESS:

When he was a general, yes. My Company happened to be the only company that had any black in storage at that time.

Q (By Mr. Hillyer) Now, after the by-laws were prepared as you have testified previously, did the War Produc-

tion Board representative or representatives go over the by-laws and approve.

A Yes, sir. They requested a copy of the by-laws and we sent them a copy for their approval and regularly reported on the committee operation ideas, particularly the Suggestion Plan, and made suggestions by committees as well as individual suggestions on the suggestion form that they gave us the outline for.

Q Did the War Production Board representatives from time to time check with you to see how the committees were operating?

A Yes, sir, Mr. Haycraft visited me several times in Pampa and I visited with him in Dallas.

Q Did they indicate whether or not the committees were operating in accordance with the recommendations of the War Production Board?

MR. BAUER:

Objection, that is a very vague question, Mr. [201] Examiner, I have no objection to him asking what it was he said, if the witness can recall. The form of the question is a conclusion. We want to know what was actually said by the representatives and by what representative and at what time.

MR. HILLYER:

Mr. Examiner, I think that what counsel is asking me to do is put in a more objectionable question than the one that I put. I will withdraw that question and rephrase it in a different fashion.

TRIAL EXAMINER:

All right.

Q (By Mr. Hillyer) Did the representatives of the War Production Board object to you as to any of the methods in which the employee committees were functioning?

A No, sir.

Q Did you give them full information as to how the employee committees were functioning within your knowledge?

A Yes, sir.

TRIAL EXAMINER:

Did the War Production Board have any sort of permanent representation in your plants?

THE WITNESS:

No, sir. They were by —

TRIAL EXAMINER:

As observers or anything?

THE WITNESS:

No, sir.

Q (By Mr. Hillyer) Were they there frequently?

A Very frequently, and called us to Dallas, called me to Dallas very frequently.

Q Did the War Production Board commend you on the workings of [202] your plants?

A I don't know. I don't remember them commending me personally.

Q I mean, commending the Company?

A I think they would more commend the Plan than they would the Company or me. They were pleased with the fact that there was a Plan set up.

Q Are the purposes shown in the present Cabot Guide, all of the purposes which were originally recommended by the War Production Board?

A No.

Q What changes have been made to the best of your recollection?

A Well, the transportation problem of "share the ride" and the getting gasoline and tires and so forth.

MR. ASKINS:

The rationing.

THE WITNESS:

The rationing problem; the committees worked on the rationing of gasoline and tires, with the "share the ride" cars — that was in there — and housing.

We built several hundred houses, in order to get people, that later or have been sold. We have sold some two hundred and fifty. As I remember, the housing problem and the "share the ride" problem are two that are not in there.

Q (By Mr. Hillyer) Were those the changes that you mentioned as having been discussed in 1955 and having been formally made in 1956?

[203] A That's the two I remember, yes.

Q Other than for those changes, are the present purposes as set out in the Cabot Guide the same purposes which were recommended and approved by the War Production Board?

* * * * *

Q (By Mr. Hillyer) Do you recall the question, Mr. Stinson?

A Yes, and I want to answer it a little differently, if I may. I am sure that all of the purposes that are in presently were in the original, but not all the purposes that were in the original are in the present. That is my recollection.

* * * *

[204] Q (By Mr. Hillyer) Mr. Stinson, to your knowledge, has Cabot Carbon Company ever recognized either the Central Committee or any of the employee committees as the representative for collective bargaining purposes of any of its employees?

A No, sir.

Q When I speak of "collective bargaining purposes," I mean collective bargaining with regard to wages, hours or other conditions or employment?

A No, sir.

[205] TRIAL EXAMINER:

Now, you say they never have recognized them. Have they ever negotiated with any of those committees with respect to wages, hours and other terms of employment or working conditions?

THE WITNESS:

No, sir, not to my knowledge.

Q (By Mr. Hillyer) Now, Mr. Stinson, to get away from the question of employee committees, there have been some questions asked you about the corporate organization of the so-called Southwestern Division. As I understand it, Godfrey L. Cabot, Inc. is a corporation which is the parent company of Cabot Carbon Company, Cabot Shops, Inc. And Cabot Engineering Company, is that correct?

A That is correct.

Q To your knowledge is there any corporation or other legal entity known as the Southwestern Division?

A Let me hear that question again.

Q To your knowledge is there any corporation or other legal entity known as the Southwestern Division?

A No, not a legal entity. I would say no.

Q Are the activities of the Cabot subsidiaries organized on a geographical basis?

A More or less, yes, sir.

Q Is there a geographical organization within the Cabot Companies known as the Southwestern Division?

A Yes, sir.

[206] And is that Division organized on a geographical basis?

A Yes, sir.

Q Do the Cabot subsidiaries operate outside the Southwestern Division?

A Yes, sir.

Q When they operate outside of the Southwestern Division are they part of the Southwestern Division?

A No, sir.

Q Are they under separate operational heads in such instances?

A Yes, sir.

Q Who is the immediate manager of Cabot Shops, Inc.?

A Mr. R. A. Baker, he is the vice president and manager.

TRIAL EXAMINER:

Is Cabot Shops, Inc. located in Pampa, Texas?

THE WITNESS:

Yes, sir, headquarters five miles from Pampa, our main office and they have a plant there. They have pumping units and also they have a plant over at Tulsa that makes drilling rigs.

Q (By Mr. Hillyer) Mr. Stinson, I believe that you have testified that you have dealt with labor unions at certain of your plants, representing bargaining units covering said plants, have you not?

A Yes, sir.

TRIAL EXAMINER:

You say you have?

THE WITNESS:

Yes, sir.

[207] Q (By Mr. Hillyer) Would you name the International Unions with whom you have dealt as nearly as you can remember?

A Only two, the Chemical Workers, formerly AFL, and the Oil Workers, formerly CIO, and, of course, they are combined now.

TRIAL EXAMINER:

You mean the AFL and CIO have combined. Those two unions haven't combined?

THE WITNESS:

Not that I know of, no, sir. I was trying to distinguish between the two by saying "formerly."

Q (By Mr. Hillyer) Has Cabot recognized these Unions at the union plants as representatives of their employees for purposes of collective bargaining?

A Yes, sir.

Q Have they always consented to the elections, or have they required the unions to go through the representation procedure?

MR. BAUER:

Objection; it is irrelevant.

TRIAL EXAMINER:

I think he is entitled to show what the history of the labor relations have been. Go ahead, answer the question.

A Under my jurisdiction, I would say offhand we have had some twenty elections and they have all been consent elections.

Q (By Mr. Hillyer) To your knowledge has Cabot Carbon Company ever been found guilty of an unfair labor practice by the NLRB?

* * * *

[208] A No, sir.

* * * *

[209] REDIRECT EXAMINATION

Q (By Mr. Bauer) Mr. Stinson, did the War Production Board set forth the precise forms and form the committee system was to take?

A The War Production Board generally did not precisely.

Q It did not set up this particular precise Committee Representation Plan, did it?

A No, sir.

* * * *

D. C. PAULSEN

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Bauer) Will you state your name, please?

A D. C. Paulsen.

Q Where are you employed?

A Cabot Carbon Company, Canal plant.

[210] Q What is your title, please?

A District superintendent.

Q What are your duties as district superintendent?

A I have a lot of duties, I work under the supervision of the general production superintendent and am responsible for the operation, and all of the activities at the Canal plant.

* * * *

[213] Q Tell us exactly what you did do at the Ville Platte plant to set up the employee committee?

A I don't remember exactly what details I did handle at the setting up of the committee at Ville Platte. I'm pretty.

sure it was done with my approval and that's as far as I know of any details.

* * * *

[216] Q (By Mr. Bauer) Have you attended the meetings of the employee committee at the Canal plant?

A I have attended a few meetings, yes, sir.

Q How many would you say?

A In the last five years?

Q Yes, sir.

A It would have to be a big guess. I wouldn't hardly know how to guess. I would say from 10 to 25. I didn't attend all of the meetings.

Q That is a difficult question, I don't want to pin you down to any specific answer.

A It really is.

[217] Q But, you attended some of them?

A I attended some of them.

TRIAL EXAMINER:

Where were these meetings held generally?

THE WITNESS:

Some place in our office.

TRIAL EXAMINER:

Who usually presided over them?

THE WITNESS:

The plant superintendent.

Q (By Mr. Bauer) Did you at any time discuss with

the committee or deal with the committee concerning grievances of employees?

A I can say that we have discussed with the committees, not necessarily dealt.

Q Have the committees presented, has the committee presented a grievance to Management?

A What did you say?

Q Has the committee at any time presented a grievance to Management here at Canal?

A Yes, sir.

Q Has Management ever replied to that grievance?

A Yes, sir.

Q Have you ever replied to such a grievance?

A Yes, sir.

Q I'm going to show you a document which has previously been identified as General Counsel's Exhibit 10 —

MR. KEENAN:

That's all right, we saw it.

Q (By Mr. Bauer) And attached thereto is a letter purportedly [218] signed by you, dated October 12, 1954 on Cabot Carbon Company, Canal plant stationary. I want you to first look at the grievance form which is at the top of that letter and the letter which you sent in response to that grievance and tell me whether you recognize those?

* * * *

Q (By Mr. Bauer) Do you recognize that Employee Grievance Form, Mr. Paulsen?

A Yes, sir.

Q Do you recognize your reply to it?

A Yes, sir.

Q And is that your reply?

A Yes, sir.

Q Also attached to General Counsel's Exhibit 10 is a letter from Mr. Ayres to the Employee Management Committee at the Canal plant. I'm going to ask you to look at that letter and tell me whether you recognize Mr. Ayres's signature.

MR. KEENAN:

We'll stipulate that that document was handed [219] to you as coming from the files of the Canal plant and are authentic copies of what they purport to be.

MR. BAUER:

All right, sir, fine.

THE WITNESS:

These are the originals.

MR. BAUER:

We introduce General Counsel's Exhibit 10 into evidence.

TRIAL EXAMINER:

What was the date in March when the first charge was filed?

MR. BAUER:

The first charge alleging 8 (a)(2) at the Canal plant, sir, was filed on March 28, 1955, so that is within the six month period.

TRIAL EXAMINER:

All right, General Counsel's Exhibit 10 may be admitted in evidence.

(The document heretofore marked General Counsel's Exhibit No. 10 for identification, was received in evidence.)

Q (By Mr. Bauer) Do you recall, Mr. Paulsen, that at the time this grievance was processed the employee committee expressed a preference for plant seniority over Company-wide seniority?

A Yes, I do, yes.

Q And as a result of that, an election was held to determine that preference, is that not so?

A That's right.

Q And that election was held sometime in October of 1954?

[220] A I believe, I wouldn't know the exact date, but that sounds about right.

Q Is it not true that before holding that election, you referred the matter to Pampa?

A Yes, sir.

Q To whom in Pampa did you refer it?

A I referred it to my immediate supervisor first and to Mr. Stinson.

Q And your immediate supervisor is who?

A Mr. Wooley.

Q Did the Company participate in holding the election?

A When you say the Company —

Q Did they have representatives?

A Yes.

Q Did you or Mr. Ayres participate?

A Probably jointly we did, I don't remember exactly.

Q You decided the date of that election, did you not, sir.

A Me, or Mr. Ayres did.

Q Did any Company representative prior to the election give his views on the election?

A Yes, sir, I believe so.

Q Who was that, sir.

A Mr. Steele.

Q And did he address the employees on the Company's viewpoint?

A Yes, sir.

[221] Q And he expressed the Company's preference for a system-wide seniority, is that correct?

A Among other things he perhaps did, I don't remember exactly all he said in his speech but he gave the advantages and the disadvantages of each system.

Q Do you recall which way he leaned?

A No, I can't say which way he leaned. I couldn't say for sure.

Q Now, isn't it a fact that Mr. Steele made it clear that the Company preferred Company-wide seniority?

A I expect so.

* * * *

[222] Q (By Mr. Bauer) Isn't it a fact that Mr. Steele leaned toward Company-wide seniority?

A Of course, I can't remember exactly what he said in his speech. I would think that he probably did lean toward Company seniority because I would say that most people with a large amount of Company seniority always think that

the Company seniority is the best. Now, if a person has only got a few years of Company seniority, then it is not and their opinions vary that way.

Q Do you recall the results of that election?

A The election went for plant seniority.

TRIAL EXAMINER:

That is, the plant seniority instead of the Company-wide seniority?

THE WITNESS:

That's right.

Q (By Mr. Bauer) And as a result of that election, was the Company policy at the Canal plant changed from Company-wide seniority to plant seniority?

A That's right.

* * * *

[241] HENRY S. AYRES

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Bauer) Would you please state your name, sir?

A Ayres.

TRIAL EXAMINER:

Your full name.

THE WITNESS:

Henry S. Ayres.

Q (By Mr. Bauer) Are you sometimes known as Hank Ayres?

A Yes.

Q Where do you work, Mr. Ayres?

A Cabot Carbon Company, Canal plant.

[242] Q What is your job?

A What do you mean, describe it, title?

Q Title?

A Plant superintendent.

* * * *

[244] Q (By Mr. Bauer) How long, when was this employee committee established at the Canal plant?

A I don't know the exact date. It was soon after we went into operation, into production, in February or March, some time in '52. I don't know exactly.

Q You are familiar with the annual election proceedings of this committee?

A I don't know exactly what you mean by "familiar." I know generally how they were carried on.

Q Do you have a copy of the Cabot Guide?

A Yes, sir.

Q And that contains the by-laws of the committee, does it not?

[245] A Yes, sir.

Q And whenever a question arises with which you are not familiar concerning the committee, you turn to the Cabot Guide, do you not?

A That's right.

Q And that set of by-laws in the Guide sets forth any election procedure?

A Yes, sir, it does.

Q Did the plant office ever print the ballots for these elections which were held by the employee committee?

A In the Guide, it tells us, I believe —

TRIAL EXAMINER:

The Guide will speak for itself. It's been introduced in evidence, hasn't it?

MR. BAUER:

Yes, sir, that part is in evidence.

TRIAL EXAMINER:

Just tell us what you did over there. Don't tell us what's in the Guide.

THE WITNESS:

A plant committeeman always contacted the plant office manager and I believe he printed it for them.

Q (By Mr. Bauer) And who is the plant office manager?

A E. C. Smith.

Q He's also known as Cotton Smith?

A Yes, sir.

TRIAL EXAMINER:

You have a printing department?

THE WITNESS:

A mimeographing machine is all.

TRIAL EXAMINER:

You do it on a mimeographing machine?

[246] THE WITNESS:

Yes.

Q (By Mr. Bauer) Had this procedure been followed in the year 1956?

A Yes, sir.

Q In the year 1955?

A Yes, I guess it did; I suppose it did. I didn't have anything to do with the printing of ballots.

Q Do you know that the ballots were printed in the office?

A They printed it for them if they asked them to. I know they did and I'm sure they did in most of the years anyhow.

Q Did you ever help count the ballots?

A I have sat in the room, but it was at their request. I always made that plain, that I didn't want any part of it.

Q Mr. Ayres are you sure that you have never counted ballots? Could you be mistaken?

A To the best of my recollection, I have unfolded them and placed them in front of them. I believe the committeemen always called them out and they usually had two men tallying. What do you mean "counted them?"

Q Well, just tell us what you did in connection with the ballots.

A Well, I know I've done that, I've unfolded them. They brought them in in little ballot boxes. They were all folded.

Q Where did they bring the ballot box?

A Usually, into my office.

[247] Q Into your office?

A Yes, sir.

Q And then what happened?

A Well —

Q First of all, tell us who brought the ballot box into your office?

A Various committeemen, I don't know, I never did bring them in.

Q And then what would happen after the ballot boxes would be in your office?

A As well as I remember we had two boxes. They would open them and dump them out on the desk, on the table in the center of the office.

TRIAL EXAMINER:

Gentlemen, hasn't it already been established at these elections that both Management and the employees had representatives?

MR. BAUER:

That was pertaining to the seniority election, Mr. Examiner. I don't think there is testimony as to the Canal Plant Employee Committee specifically, showing how the elections were conducted at the Canal plant.

Q (By Mr. Bauer) Now, did the plant committee, or employee committee, meet fairly regularly at the plant?

A We tried to have one meeting every month or every four weeks. Occasionally, why, we would neglect it. Anyhow, we wouldn't have it.

[248] Q And you also had special meetings, is that correct?

A Yes, sir, we had a couple here lately in the last year.

Q Did you ever call a meeting of the committee?

A I imagine I have; I'm not positive right now what it was.

Q You had authority, did you not, to call a meeting of the committee?

A Yes, sir.

TRIAL EXAMINER:

Were all these ballots conducted by secret ballot, all these elections?

THE WITNESS:

Yes, sir, I understand they was. The normal procedure, I think, was to address an envelope to each man and put them in and the different committeemen or somebody handed them out to them and they in turn put them back in the boxes. Anyhow, that's the way I understand it.

Q (By Mr. Bauer) Now, you attended most of the meetings of the employee committee, did you not?

A Yes.

Q And were minutes taken at those meetings?

A Yes, sir.

Q And did you usually read the minutes?

A I got a copy of them, yes, sir, after they were published; in fact, we gave everyone that was in attendance a copy. I suppose they had copies sent up to Pampa.

Q You had copies sent to Pampa?

A I believe so, most of them we did: I don't know if we did [249] for every one of them.

* * * *

MR. HILLYER:

Subject to your approval, Mr. Examiner, it is stipulated that the documents which are marked General Counsel's [250] Exhibits 9 are true copies of the minutes which were

kept of various employee committee meetings at the Canal plant.

MR. KEENAN:
Subject —

MR. HILLYER:
That's the stipulation.

TRIAL EXAMINER:
So stipulated, gentlemen?

MR. BAUER:
If I may make one additional comment; the minutes were previously identified and I read off the dates for which these minutes were kept. I have since been furnished additional copies and include these in General Counsel's Exhibit 9 for the following dates: 6-9-54 and 6-29-54 — correction, 7-29-54, and with this addition to General Counsel's Exhibit 9. I offer General Counsel's Exhibit No. 9 into evidence.

TRIAL EXAMINER:
All right. Let them be admitted.

* * * *

Q (By Mr. Bauer) Mr. Ayres, while you attended these committee meetings did the committee members ever present a grievance to you?

A We had one formal grievance, I mean formal written grievance.

Q You had one formal written grievance. Did you have other or oral complaints that you discussed?

A Well, most of the time it was more in the form of a sug- [251] gestion, I would say.

Q Did you ever have complaints about the way certain foremen handled their men?

A Yes, I remember them.

TRIAL EXAMINER:

Were they in the committee meetings?

MR. BAUER:

Yes.

TRIAL EXAMINER:

During the committee discussions?

THE WITNESS:

Yes.

Q (By Mr. Bauer) During committee discussions, did members of the committee ever complain about the way certain foremen handled their men?

A Yes, one man that I remember.

Q Did you ever have any complaint about the operations of the merit system?

A Sir?

Q Did you ever have a complaint about the operations of the merit system?

A I don't know whether it was a complaint. It was an accusation of how we operated it, as I remember.

Q Were there any serious complaints about that, if you know?

A Well, like I said they didn't believe we were doing it fairly, I guess, if you call that a complaint. Not exactly fairly, I believe the question was brought up who made

them. I believe that's the way it was, but the fact of the business, it was stated by Mr. Wilgus that he didn't believe that foremen [252] were making them, that I was making them. I believe that's the way it was.

Q Mr. Wilgus is or was chairman of the employee committee in 1954 and in 1955 until he was fired, is that correct?

A Yes, sir.

Q. Did Mr. Wilgus ever make a specific complaint?

A Like I said, he didn't think that the foremen were making them. That was all the complaint there was to it. He made the accusation that I, or somebody in higher Management, was making them rather than the foremen.

* * * *

Q (By Mr. Bauer) Do you recall the meeting of April 13, 1955?

A No, I don't recall any particular meeting.

Q I'm going to show you the minutes.

TRIAL EXAMINER:

Let him look at the minutes and say whether he remembers.

Q (By Mr. Bauer) I'm going to ask you to look at the minutes and say whether you recall that particular meeting?

A Yes, I remember that.

Q Do you recall that meeting, sir?

A I remember having it, yes, sir.

* * * *

[254] Q (By Mr. Bauer) You recall Ed Wilgus complaining about the merit system; do you not?

A He complained about, particularly in there, about Joe Lucia.

Q Do you recall his illustrating his complaint with a reference to his own particular situation?

A Yes, sir.

Q And do you recall Ed stating that he himself was told that he didn't get a raise because he didn't keep his instrument panel clean?

A I recall that statement.

Q And do you recall Wilgus —

A He also said more than that, but he did make that statement.

Q What else did he say?

A I don't remember the exact words, but anyhow, I believe that was the time he said that if the foreman would stay awake he could see him cleaning his instrument panel.

Q You recall him stating that?

A Yes, sir. I don't know if that's his exact words, but that's the general idea.

Q Are these minutes posted in the plant, Mr. Ayres?

A On the bulletin board, yes, by one of the clerks.

[255] Q And did that statement of Ed Wilgus's appear in the minutes?

TRIAL EXAMINER:

The minutes speak for themselves, don't they?

MR. BAUER:

I'm just asking him.

A Yes, sir, I believe they did, or something on that order.

Q (By Mr. Bauer) And those minutes were posted, were they not?

A Yes, sir.

TRIAL EXAMINER:

Where did you post them?

THE WITNESS:

We have a bulletin board.

Q (By Mr. Bauer) Were you a little bit concerned about the language Mr. Wilgus used at that meeting?

A Well, I don't approve of talking about any foreman or any individual and posting it on the board, if that's what you mean.

Q You didn't like the fact that Ed Wilgus mentioned Leroy Thompson's name, did you?

A Well, personally, I didn't no.

Q And you didn't like the fact that this statement by Ed Wilgus was posted all over the bulletin board?

A. Well, I'm just kind of against anybody, any man being criticized in public, when it could be handled in a better way —

Q And did you —

MR. KEENAN:

Let him finish his answer; he hadn't quite finished.

MR. BAUER:

Finish your answer.

[256] THE WITNESS:

I was interrupted now; but like I started to say, I just

don't approve of any individual being, you might say, hung out to dry in public.

Q (By Mr. Bauer) And you disapproved of Ed Wilgus's doing it, did you not?

A Well, I suppose so, I said I did of anybody.

Q And that would include Ed Wilgus, would it not?

A Yes, that's my personal feeling.

Q And, at the next meeting of the employee committee, is it not a fact that you made a reference to the mentioning of names in these employee committee minutes?

A I don't know which meeting it was, but I do recall a question. I don't know whether it was a question, I just mentioned it in the meeting, somewhere in the meeting, that I would like to, well, I just put it up to them. I thought we could leave things out like that. And whether it was a man or some individual that wasn't doing his job, or some foreman wasn't doing his job, I just didn't think that was the proper place to publicize it.

Q As a matter of fact, you stated that you would recommend a change in the writing of the minutes, so as to exclude names and references to accusations, such as happened at the last meeting?

A Well, that's probably true.

Q Well, you made such a statement, did you not?

[257] A I probably did, yes, sir.

* * * *

[258] TRIAL EXAMINER:

Let me ask the witness a question. As plant manager, did you provide, or have any other way of dis- [259] cussing grievances with employees, or settling them, other than in open meeting of the committee?

THE WITNESS:

Most of that is done just with individuals, I believe.

TRIAL EXAMINER:

Between you and the individual?

THE WITNESS:

Well, between the foreman and the individual, or whoever is involved, that's the way most of them have been handled. This was the only way I would call a formal setup, I mean where you would have a written form there.

Q (By Mr. Bauer) Are you familiar with the grievance procedure as listed in the Guide, under the Committee Plan?

A Well, generally speaking, I think.

Q And generally speaking, do you follow it? Has that procedure been followed until the the abandonment of the employee committee at the Canal plant?

A I believe so.

Q Mr. Ayres, do you recall a grievance about, not a formal grievance, but a discussion about job bidding back some time in September or October of 1954?

A Well, not off-hand.

Q I'm going to show you a document which has been marked General Counsel's Exhibit 15 for identification and at the top right hand corner has the date 10-13-54 and purports to be a Notice to Canal Plant Employees over the typewritten name of H. S. Ayres, purporting to deal with the plant policy on job [260] bidding, and I am going to ask you to look at that document and tell us whether you have seen it before?

A Yes, sir, I have seen it before.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 15 for identification.)

Q You have seen that document before?
A Yes, sir.
Q Was it prepared in your office?
A Yes, I'm sure it was.

MR. BAUER:
I herewith offer General Counsel's Exhibit 15 into evidence.

MR. KEENAN:
Was that 14 or 15?

MR. BAUER:
15.

TRIAL EXAMINER:
Any objections, gentlemen?

MR. HILLYER:
No objections.

TRIAL EXAMINER:
All right. Let it be admitted.

(Thereupon the document heretofore marked General Counsel's Exhibit No. 15 for identification was received in evidence.)

* * * *

[267] RICHARD L. LUCAS

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Bauer) Will you please state your name?

A Richard L. Lucas.

Q What is your address?

A 116 Bayou View Drive.

Q What is your job today, Mr. Lucas?

A I am an agent for the New York Life Insurance Company.

Q Have you ever worked for the Cabot Carbon Company?

A Yes, I did.

Q At what plant?

A Canal plant.

Q When did you work for them?

A I started in, I believe it was March, 1951.

Q That was in the building of the plant?

A Construction, Cabot Engineering Company.

[268] Q Did you transfer to production at some time?

A Yes, I think it was in February, 1952.

Q All right, sir, when did you leave your job with Cabot Carbon?

A March, 1955.

Q Did you leave voluntarily?

A Yes, sir.

Q When you were working for Cabot Carbon Company

at the Canal plant, did you ever hear of an employee committee at the plant?

A Yes.

TRIAL EXAMINER:

I didn't understand that.

Q (By Mr. Bauer) Did you ever hear of an employee committee at the Canal plant?

A Yes.

Q When did you hear of it, Mr. Lucas?

A When I went into production, when I first went into production.

Q And how did you hear of it?

A I imagine the first I heard of it was through their little booklet, "You and Your Job with Cabot".

TRIAL EXAMINER:

Did they give you a copy of it when you went into production?

THE WITNESS:

I don't recall whether it was when I went into production or when I became a full-time employee which was after [269] one year, but it was probably a year.

Q (By Mr. Bauer) I am going to show you a document which has previously been received into evidence as General Counsel's Exhibit 4-A and ask you whether this is the booklet which you were given?

A It was one like it. It is one like it, one similar to it.

TRIAL EXAMINER:

We have had two of those books here. You had better

have him look and see which one they gave him a copy of. He hasn't fixed the date that he was given a copy.

Q (By Mr. Bauer) When did you become a permanent employee, Mr. Lucas?

A One year after the original date of my employment.

TRIAL EXAMINER:

When was your original employment?

THE WITNESS:

March of 1951. It just so happened that I went into production one year after I was originally employed, which was also my anniversary date with the Company.

Q (By Mr. Bauer) Here's General Counsel's Exhibit 4-B.

A I don't recall which type of book it was, but it was similar to this one here.

Q Which one was it? That one?

A I don't know.

MR. BAUER:

Let the record show that the witness pointed to General Counsel's Exhibit 4-A.

MR. KEENAN:

I don't know if he's pointed to any one there yet, has he?

[270] TRIAL EXAMINER:

Yes, he has.

THE WITNESS:

I don't, I'm not sure which one it was. It was a book entitled, "You and Your Job with Cabot"; that's all I know.

Q (By Mr. Bauer) You're not sure which one it was?

A It's one similar to that, entitled "You and Your Job with Cabot"; that's all I know.

Q Did you take part in the election held in 1954, excuse me, in 1952, for members of the employee committee?

A Yes.

TRIAL EXAMINER:

That would be in January, wouldn't it?

MR. BAUER:

Let's see if the witness can recall the dates on that.

Q (By Mr. Bauer) Do you recall taking part in the election?

A Yes, I do.

Q Can you place the date of that election?

A Not accurately, it was just about the same time I went into production with the Company, about the same time.

Q Did you assist with the election?

A Yes.

Q How did you assist with the election?

A I distributed some ballots to the foremen, who in turn, I imagine, gave them to the employees. I don't recall exactly how they arrived to the employees.

Q Did I ask you, Mr. Lucas, where you worked when you switched [271] to production?

A You mean before I switched to production?

Q No, after you switched to production.

A Yes, as a clerk in the office.

Q Did anyone tell you to distribute the ballots for the employees?

A Yes.

Q Do you recall who?

A No, I don't recall the name, but it was one of my supervisors, I'm sure.

Q Will you name the supervisors you had at that time?

A My immediate supervisor was Mr. Smith.

Q Cotton Smith?

A E. C. Smith, Cotton Smith, and over him was Mr. Ayres and over him was Mr. Paulsen.

Q You don't recall which one of those ordered you, but one of them did?

A That's right.

MR. BAUER:

I have no further questions.

TRIAL EXAMINER:

Any questions, gentlemen?

CROSS EXAMINATION

Q (By Mr. Hillyer) Mr. Lucas, I would like to go into a little bit more detail on this matter of handing out the ballots. Now as I understand it, somebody, you are not sure who, gave you a group of ballots and asked you to give them to the various [272] foremen, is that correct?

A. No, sir, not to the best of my recollection. We were told that the employees usually have a committee and now that the plant was in operation that it was about time they formed one. So, the best of my recollection is that we were told to make these ballots up and get them to the employees. How they arrived to the employees — in other words, I don't remember whether we gave them directly to the employees or to the foremen. I think we gave them to the foremen who in turn gave them to the employees.

Q Do you remember what was on the ballot?

A The original ballot, I believe, had five blanks and you were to vote for your choice of the five.

Q Were there any names filled in there?

A No, sir.

TRIAL EXAMINER:

What was the five? What five things were on there you're talking about?

THE WITNESS:

Five blanks.

TRIAL EXAMINER:

Five blank lines?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

To be filled in with the names of the five men you wanted to vote for?

THE WITNESS:

Right, yes, sir, and the top three, as I recall it, were to be chosen, or the top three, four, or five were to be chosen in a runoff.

[273] TRIAL EXAMINER:

They had instructions printed on the ballot as to how —

THE WITNESS:

Vote for your choice.

Q (By Mr. Hillyer) Was there an envelope with the ballot for the employee to use, a blank envelope in which to seal the ballot?

A The first year, I don't recall, I imagine there was. I don't recall, but I know in subsequent years there was. In the first year I don't recall. It's my recollection that there was.

Q Did anyone tell you to give ballots to foremen?

A No, sir, no one instructed me directly to give them to the foremen, but as I recall the best way to get anything to the employees was to give it to the foremen and the foremen were to distribute them to the employees.

Q But you received no instructions to that effect, as far as you can recall?

A No, not as I recall.

Q Who worked with you in getting these ballots up?

A The other clerk in the office, Mr. Mayon, Isaac Mayon.

TRIAL EXAMINER:

Did you run them off on the mimeograph?

THE WITNESS:

I believe that was the way we worked it, the way we ran them off. I didn't actually run them off, I don't believe, but one of us did.

Q (By Mr. Hillyer) Can you recall the exact words that were [274] used when you were informed about these employee committees?

A No, I can't. I can't even recall who it was that instructed me.

Q Are you sure — strike that. Did you have any discussion with Cotton Smith about the committee or the formation of the committee?

A I don't recall.

Q Did you have any discussion with Zeke Mayon about formation of the committee, the method of election?

A Yes, I imagine. I don't recall the exact words, but I know we must have talked about it and how the outcome was to be decided.

Q Did Zeke Mayon make any suggestions to you, as to how the ballots were to be gotten up or distributed?

A I don't recall.

Q Did you collect the ballots after — ?

A I collected part of them. They were deposited in a box, a locked box, at the time clock and I collected one of the ballot boxes and brought it to the warehouse employees themselves, and let them open the box and they counted the ballots. I did not count them myself. I watched them while they counted them.

Q Did you notice any unfairness in the election?

A None whatsoever.

Q I believe you previously testified that it was by secret [275] ballot?

A Yes, sir.

Q And you can't recall exactly who gave you the instructions?

A No, sir, I can't recall.

Q With regard to the ballots. And you can't recall exactly what the instructions consisted of?

A No, sir, that was in 1952, I really don't recall.

MR. HILLYER:

That's all.

TRIAL EXAMINER:

Let me ask you one thing at that point. You said that ballot box was at the time clock?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

Do you know whether or not the employees voted at any specified time or whether they voted at the time they were checking in or checking out at the time clock?

THE WITNESS:

No, sir. I believe they were given a time limit within which to vote and to deposit the ballots at the time clock which was done probably when they left work because at the time all employees weren't working at the same time. There were some off and some on.

TRIAL EXAMINER:

They didn't have any committee then, standing around watching the ballot box?

THE WITNESS:

No, sir.

TRIAL EXAMINER:

The ballot box was just placed at the time clock and the employee, within a certain period of time, had to prepare his ballot and then deposit it in the box?

[276] THE WITNESS:

Yes, sir.

TRIAL EXAMINER:
Unobserved?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
When did you quit working for the Company?

THE WITNESS:
March, 1955.

TRIAL EXAMINER:
That was before the Union came in?

THE WITNESS:
Yes, it was.

TRIAL EXAMINER:
Anything else?

MR. BAUER:
Yes.

REDIRECT EXAMINATION

Q (By Mr. Bauer) You testified in cross-examination that you recall someone told you it was time to form a committee, an employee committee, that there usually was an employee committee?

A Yes, sir.

Q Do you recall who that someone was?

A No, sir, I don't. I do not. I don't know whether those were the exact words. The thing I am trying to point out is that it wasn't my idea.

Q You did not take the initiative in suddenly deciding to have a committee?

A No, sir.

MR. BAUER:

Thank you.

TRIAL EXAMINER:

Were you one of the employees that voted?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

How did you handle your ballot when you [277] voted?

THE WITNESS:

I voted on my desk and when I checked out in the evening, I deposited it in the ballot box.

TRIAL EXAMINER:

You had a period of time to consider how you wanted to mark it?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

How long did you have it in your possession before you would have to put it in the box?

THE WITNESS:
The ballot?

TRIAL EXAMINER:
Yes.

THE WITNESS:
That would depend on the period of time you were given in which to vote.

TRIAL EXAMINER:
Since you were one of the voters, did you have any knowledge of whether the time extended overnight, or was it all within the same day? Did you get the ballot at a certain time of day and had to deposit it before you left the plant that day, or did you sometimes have it overnight and deposit it, or what?

THE WITNESS:
My particular ballot, when I received the ballot it was deposited in the ballot box that day, my ballot was.

TRIAL EXAMINER:
How would you get possession of your ballot, anywhere you happened to find one of them?

THE WITNESS:
No, sir, each employee was given one ballot.

TRIAL EXAMINER:
By whom? Who gave you your ballot to vote?

[278] THE WITNESS:

I guess I gave myself one.

TRIAL EXAMINER:

They were accessible then to anybody, any employee?

THE WITNESS:

No, sir, that's not so. They were not accessible to any employee.

TRIAL EXAMINER:

What I'm trying to get at, was there any designated caretaker of the ballots who distributed them or controlled the distribution of them, by a single ballot to a single voter?

THE WITNESS:

I am sure there was a good deal of control there. In other words, there was one ballot for each employee when it was made up. In other words, we knew how many men were working so we made that many ballots. A foreman had so many men working under him, so the ballots were given to the foremen and each foreman handed a ballot to each individual. They weren't handed out promiscuously, I assure you.

TRIAL EXAMINER:

In other words, there was just one ballot available to each employee?

* * * *

THE WITNESS:
That's right.

* * * *

ROUSSEL JOSEPH DESLATTE

[279] a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Bauer) Would you please state your name, Mr. Deslatte?
A Roussel Joseph Deslatte.

TRIAL EXAMINER:
How do you spell that last name?

THE WITNESS:
D-e-s-l-a-t-t-e.
Q (By Mr. Bauer) Where do you live, Mr. Deslatte?
A Centerville, Louisiana.
Q And where do you work, sir?
A Cabot Carbon Company.
Q And when were you hired?
A April of 1951.
Q What was your job when you were hired?
A I was a laborer.
Q Did you transfer to production at a later time?
A Yes.
Q And when did you transfer to production?
A If I remember correctly, it was the early part of '52.

Q And what was your job in production?

A Warehouseman.

Q And is that your job today, sir?

A No, sir.

Q What is your job today?

[280] A Dustless operator.

Q On which unit?

A The gas unit.

Q And now, going back to the early part of 1952, did you ever hear of an employee committee at the Canal plant?

A Yes.

Q And when did you first hear of it, of this committee?

A Well, shortly after we went to work in the warehouse, it was mentioned to us by the warehouse foreman or superintendent.

Q Who is that, sir?

A Mr. Paul Thurston.

Q And what did he do.

A Told us of an election that would be held for a plant committee to represent the workers at the Canal plant.

Q When you say "told us", can you explain a little bit more the circumstances?

A That there would be a committee to represent us workers at the Canal plant and well, for instance, if there was any grievances to be filed of dissatisfaction, we were to take it up with our immediate supervisor and if we weren't pleased with the results we got from him, we took it up to the plant committee that would, in turn, take it up with Management.

Q All right, sir, do you recall where Mr. Thurston told you that?

A It was somewhere along the warehouse docks.

[281] Q Were there other employees present?

A Yes.

Q About how many would you say?

A If I remember correctly, we were only 10 to 12 employees in the warehouse at that time.

Q Had Mr. Thurston called the employees together?

A Yes.

* * * *

[282] Q Now, going onward, to 1953, did you vote in the election for nominations for committeemen and in the final elections for committeemen in that year?

A Yes, sir.

Q Do you recall who gave you your ballots in the 1953 elections?

A I think the ballots were made up, put in an envelope, if I remember correctly, and handed to us and we were told to nominate whoever we wanted to elect for a committee representative and it would be put back in the ballot box and be stationed at the bathhouse.

Q And do you recall who handed you the ballot?

A I'm not too sure. I think they were handed out by the foreman.

Q Who was your foreman, do you recall?

A At that time I can't quite remember whether it would be Tip Cossley or Charles Allman. We were working in split shifts, if I remember correctly, at that time.

* * * *

[287] CROSS EXAMINATION

* * * *

[290] Q (By Mr. Hillyer) Mr. Deslatte, going back to these elections that you have talked about, were these elections conducted by secret ballot?

A I'd guess you'd call it that, I wouldn't know. We were just handed a ballot in an envelope and told to nominate our parties that we wanted to be voted on for plant committee.

Q Nobody told you how to vote, did they?

A No.

Q Nobody looked over your shoulder while you were marking the [292] ballot?

A That I wouldn't know, could have if they wanted to, I imagine. We didn't hide it.

Q When you got through marking your ballot, what did you do with it?

A Put it in the box.

TRIAL EXAMINER:

Seal it up in the envelope?

THE WITNESS:

I don't remember whether I sealed it or just put the slip of paper inside. If I remember correctly it was just the ballot itself I put in there.

Q (By Mr. Hillyer) As far as you know, were the elections conducted fairly?

A In my estimation, yes.

TRIAL EXAMINER:

Did your name appear anywhere on the ballot, so that anybody could tell who it was that had put the ballot in the box?

THE WITNESS:

No.

Q (By Mr. Hillyer) You testified about an election in 1953, and I believe you stated that you thought the ballot was handed out by the foreman to you.

A Yes. I thought so. I'm not too rightly sure. At one time they were. It could have been '53, '54, or '55. I remember there being one time it was handed out in a sealed envelope. I won't say a sealed envelope, but the ballots were handed out and we were told to vote at the time of the election, at the time [292] we were to nominate a plant committee, fill it out and put it in the ballot box and be at the station at 5 o'clock at the bathhouse.

* * * *

[296] MAXWELL CLAUDE LARPENTEUR

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER:

What is your full name?

THE WITNESS:

Maxwell Claude Parpenteur.

DIRECT EXAMINATION

Q (By Mr. Bauer) Where do you live?

A Franklin.

Q Where do you work, sir?

A Cabot Carbon Company.

Q What is your job?

A Mechanic.

Q In what department is that?

[297] A Maintenance repair department.

Q When were you hired by Cabot Carbon Company?

A I was hired by Cabot Carbon Company February 1, 1952.

Q Did you work previously for Cabot Engineering Company?

A Yes, sir.

Q Did you, in the construction end?

A Yes, sir.

Q You were transferred to the Cabot Carbon Company plant in February of '52?

A Yes, sir.

Q What was your job when you were transferred?

A Second class mechanic.

Q Going back to that time, did you hear of an employee committee at the Canal plant?

A I did.

Q When did you first hear of it?

A My supervisor.

Q When was that, approximately?

A Several weeks after my —

TRIAL EXAMINER:

Several weeks after what?

THE WITNESS:

Several weeks after my employ with Cabot Carbon Company.

Q (By Mr. Bauer) After your transfer?

TRIAL EXAMINER:
After your transfer?
A After my transfer.

[298] MR. BAUER:
Who was your supervisor?

THE WITNESS:
John Moreland.

MR. BAUER:
May I have the stipulation that he was a supervisor?

MR. HILLYER:
Who? How do you spell that? What was his name?

MR. BAUER:
John Moreland. M-o-r-e-l-a-n-d.

MR. HILLYER:
All right, yes.

Q (By Mr. Bauer) What did Foreman Moreland tell you?

A He told us, he asked us if we knew, if we had read our handbooks, which had been issued to us and wanted to know if there was any of us that didn't know about the committee and he was telling us that we were to get together at a later date to nominate an elective committee.

Q Where did Foreman Moreland tell you that?

A In the immediate area of the plant, what's known as the gas unit.

Q You were near the gas unit at the time?

A Yes.

Q Was anyone else present at the time?

A Several of the boys in the maintenance group were present.

TRIAL EXAMINER:

You had previously received one of the handbooks?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

Had you learned that there was such a com- [299] mittee in existence before that?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

You knew there was a committee in existence then?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

It was just about the election that he was calling your attention to?

THE WITNESS:

He was the first man to mention it to me.

Q (By Mr. Bauer) He was the very first person to mention it to you?

A Yes, sir, to mention it to me.

Q Can you try to recall a little bit closer what he said?

A Well, he said that there was supposed to be a meeting called for the purpose of electing, for nominating and electing the members of this committee and he then asked if everyone was familiar with the committee, from their handbooks.

Q I'm going to show you General Counsel's Exhibit 4-A and ask you to look at that and tell me whether that is the handbook that you received?

A Yes, sir.

Q Do you recall when it was issued to you?

A As close as I can recall, it was three weeks to a month after I went to work with Cabot Carbon Company.

Q Were you at work while the foreman mentioned this business about the committee to you?

[300] A Yes, sir.

Q Did you attend a subsequent meeting?

A Yes, sir, I did.

Q When was that held, how much later?

A The next day, I think.

TRIAL EXAMINER:

What kind of meeting?

THE WITNESS:

It was a meeting to familiarize the boys with the existence of a committee, and to nominate this committee.

MR. BAUER:

I didn't hear the last part.

THE WITNESS:

It was to nominate this said committee.

Q (By Mr. Bauer) About how many employees were present?

A To the best of my knowledge, 25 or 30.

Q Were you directed to attend this meeting?

A I was told to attend it.

Q Who told you?

A My foreman, John Moreland.

Q When did he tell you?

A The day previous, when he mentioned it to us.

Q Will you tell us what happened at that meeting?

A We were gathered after the lunch hour or during the lunch hour, approximately 12:15, I would say, and the supervisor went out with us, my supervisor went out with us. It was held on the loading dock, warehouse, railroad side of the plant, and as soon as the majority of the men had gathered, my supervisor returned to the plant and that's the last I saw of him. And Zeke Mayon [301] came out from the office and Paul Thurston. Zeke Mayon was spokesman. He said that a meeting had been called together for the purpose of nominating the first committee in the history of the new plant.

TRIAL EXAMINER:

Who is Zeke Mayon? What is his job?

THE WITNESS:

He was the clerical worker in the office. I don't know exactly what his classification was at that time.

TRIAL EXAMINER:

What was Thurston's job?

THE WITNESS:

Thurston was the warehouse supervisor.

Q (By Mr. Bauer) What was his exact title?

A Mr. Thurston's?

Q Yes.

A Warehouse foreman, at that time, I think. I'm not sure of the classification.

Q Did Mr. Thurston do anything?

A Mr. Thurston had the necessary pencils there in a box, and Zeke had a pad of paper and after the initial instructions were over, Zeke gave us instructions that we were to look around us and nominate three men that we would like to have on that committee to represent us and we were given a piece of paper and a pencil and scattered out as secretly as possible, we cast our nomination ballot.

Q Do you recall whether or not Zeke Mayon handed out some of these ballots, some of these papers, slips of paper?

A I can't particularly say which one actually handed them out. [302]. They were merely a slip of paper taken from a pad.

Q Do you recall if Mr. Thurston handed out some slips?

A I can't say that. I can't recall anyone in particular, or both.

Q Did Mr. Thurston say anything at that meeting?

A The only thing Mr. Thurston said — Zeke Mayon, like myself, was a new employee; he wasn't accustomed to the Company policy or procedure, so he more or less, Mr. Thurston more or less stressed, didn't stress, but he cleared up anything, any questions that the boys might have asked concerning the Company policy and the method of procedure for an election and so forth.

Q Do you recall what Mr. Thurston said, more or less?

A I don't recall his exact words. There were several

questions asked, I mean various questions, but I don't recall exactly what he said.

Q Did he answer some of the questions?

A He did.

Q Did the questions pertain to the functioning or method of election of the committee?

A I can't say that any of the questions were asked directly about the method of election. None of us knew enough about the procedure.

Q Did they concern the committee, the employee committee?

A Yes.

Q Did they concern the functions of the committee?

[303] A No, I don't think he had any questions on the function of the committee because, as I said, our immediate supervisor and Zeke Mayon had questioned us to see had we familiarized ourselves with our procedure in the handbook and most of us had and there were no questions to that effect.

Q You were elected chairman of the committee?

A I was.

Q That was the 1952 committee?

A Yes, sir.

Q Had you attended a meeting in Pampa that year?

A Yes, sir, in Pampa.

Q While you were chairman, Mr. Larpenteur, were there any meetings of the employee committee at all held off Company time or property?

A On Company time and property?

Q No, off Company time and property.

A No.

Q Were there any meetings held, committee meetings held off Company property while you were chairman?

A No, sir.

TRIAL EXAMINER:

All meetings were held at that plant on Company time?

THE WITNESS:

Yes.

Q (By Mr. Bauer) Did you attend all meetings while you were chairman?

[304] A Yes.

Q Do you recall the next committee election held in 1953?

A Yes, I do.

Q Do you recall who counted the ballots in that election?

A In the 1953 election?

Q Yes, sir.

A Yes, sir.

Q Would you tell us who counted the ballots?

A I did, as chairman of the committee; Zeke Mayon did, as first committeeman and in the presence of Hank Ayres, plant superintendent, and Mr. Paulsen.

Q Where were the ballots counted?

A In Mr. Ayres office.

Q Going back a minute to 1952, Mr. Larpenteur, and to the meeting which was held during or after the lunch hour — you couldn't recall quite which — were there employees from other departments present?

A Yes, sir.

Q Do you know which departments, off hand?

A Well, there were employees present from all depart-

ments, the maintenance and repair, production and warehouse.

Q Do you know whether they were on lunch time or working time?

A Well, the production department, according to the schedule out there, they were on working time. The rest of us were on [305] lunch time.

* * * *

[308] CROSS EXAMINATION

* * * *

311] Q (By Mr. Hillyer) Now, how long were you chairman or a member of the employee committee?

A Two years.

Q And you either voted or took part in handling the election of the employee committee?

A Yes, sir.

Q So far as you know, were those elections fairly conducted?

MR. BAUER:

Objection, it calls for a conclusion.

TRIAL EXAMINER:

He has observed them. He can state whether in his opinion they were fair or not and why. Go ahead.

A To the best of my knowledge, they were as fair as possible.

Q (By Mr. Hillyer) Do you have any reason to believe that they were unfairly conducted?

A No, sir, I don't.

Q As far as you know, were the elections by secret ballot?

A Yes, sir, as far as I know, they were.

* * * *

[316] MARVIN D. DENTON

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Bauer) Will you state your name, sir?

A Marvin D. Denton.

Q Where do you live, Mr. Denton?

A 1008 Barrow Street, Franklin, Louisiana.

Q Where are you employed?

A Cabot Carbon Company.

Q How long have you worked for Cabot Carbon Company?

A Since February 27, 1951.

Q When you first worked for Cabot Carbon Company, did you work in the construction or production?

A Yes, sir.

Q You worked in construction?

A Yes, sir.

Q Did you transfer to production at anytime?

A Yes, sir.

Q Do you recall about when?

A We went into production February 1, 1952.

[317] Q After you went into production, did you ever hear of an employee committee for the Canal plant?

A Yes, sir.

Q How did you hear of it?

A To the best of my knowledge, I believe it was posted on the bulletin board that there would be an election for the committee.

Q Do you recall about what time this notice appeared?

A Well, it was soon after we went into production. I don't know the date.

Q Do you recall what bulletin board it appeared on?

A The bathhouse.

Q The bathhouse bulletin board, is that seen by all employees?

A Should be.

TRIAL EXAMINER:

Let me get something clear in my mind. There has been a lot of different ones saying they were employed and then transferred to production. Was there a building program going on in which the plant was being built before the production started up, and then a lot of the workers that were engaged in working on the construction of the plant then accepted permanent jobs in production?

THE WITNESS:

Yes, sir, we were working for Cabot, but it was Cabot Construction Company and we were transferred to Cabot Carbon Company, different department.

TRIAL EXAMINER:

There was no production going on then, until about February the 1st of '52?

[318] THE WITNESS:
Yes, around that time, yes, sir.

TRIAL EXAMINER:
Prior to that, it was all a construction program?

THE WITNESS:
Yes, sir.

Q (By Mr. Bauer) Going back to this notice on the bulletin board, do you recall who had signed the notice?

A No, sir.

Q Did you participate, did you vote in the election in 1952?

A Yes, sir.

Q Do you recall who furnished you your ballot?

A What's that, sir.

Q Do you recall who furnished you your ballot?

A Leroy Thompson gave me that ballot.

Q And who is Leroy Thompson?

A I was working for him at that time. He was a shift foreman.

Q Was he a supervisor?

A Shift foreman, yes, sir.

MR. BAUER:
May I have a stipulation that Mr. Thompson is a supervisor?

MR. KEENAN:
He is now, and was at that time.

MR. BAUER:
It is so stipulated.

TRIAL EXAMINER:

Let it be so stipulaed.

Q (By Mr. Bauer) Going along to 1953, Mr. Denton, do you recall voting in that election?

A Yes, sir.

[319] Q In that election, do you recall who handed you your ballot?

A No, sir, I don't recall exactly who handed it to me. It was given to me on the job, and at that time, I was relief man and was working for a different foreman, but it was handed to me by one of the foremen.

Q All right, sir, what did you do with the ballot after you had filled it out?

A Put it in the ballot box, where we put them when we vote for anything.

Q Where was this ballot box located?

A It was in the bathhouse at that time.

* * * *

CROSS-EXAMINATION

* * * *

[320] Q You say that this balloting was done in the same manner as you always do your balloting, that is, you put a ballot in a box by the bathhouse, is that right?

A In a locked box.

Q Those were secret ballots?

A Secret ballots.

Q No one knew how you voted, did they?

A No one knew how I voted.

Q No foreman attempted to influence your vote, did they?

A No, sir.

Q Do you think those elections were fair?

MR. BAUER:

Objection.

A Yes, sir.

TRIAL EXAMINER:

I think he's entitled to say what he thinks about it, go ahead.

MR. KEENAN:

May his answer stand? He answered, sir, may his answer stand?

TRIAL EXAMINER:

Yes.

Q (By Mr. Keenan) Mr. Denton, do the foremen always hand out mail and things like that to employees?

A Yes, sir, if it comes addressed to the Company, it's sent down in an envelope and they either hand it to you or it's there on the desk for you in the service building. That happened to be where I worked.

* * * *

[321] EDWIN W. WILGUS

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Bauer) Mr. Wilgus, will you please state your name?

A Edwin W. Wilgus.

Q Where do you live, Mr. Wilgus?

A Baldwin, Louisiana.

Q Have you ever worked for Cabot Carbon Company?

A I have.

Q When were you hired?

A August 8, 1951.

Q When were you discharged?

[322] A September 15, 1955.

Q When you were hired, what kind of job did you have?

A Steel foreman.

Q You were a supervisor at that time?

A Yes.

Q Did you transfer to production at a later time.

A I did.

Q Do you recall when you transferred to production?

A I transferred to production around February the 1st or 2nd, of 1952.

* * * * *

[323] Q (By Mr. Bauer) At the time you transferred to production, Mr. Wilgus, did you hear of a plant committee?

A I did.

Q Do you recall how you first heard of it?

A My first knowledge of the plant committee was at the time I received the Cabot Guide. At that time all employees transferring from Cabot Engineering Company to Cabot

Carbon Company [324] were considered regular employees and received a copy of this Guide.

Q You referred to it as the Guide. I'm going to show you a copy of General Counsel's Exhibit 4-A and ask you whether that is a booklet you received. I now ask you to look at General Counsel's Exhibit 4-A and ask you if that is the booklet you received.

A That's it.

Q Do you recall who gave you this booklet?

A I don't recall just exactly who gave me that book, but our names were printed on the inside cover of each book.

* * * * *

[331] Q Going back to the committee which was elected in 1952, did you vote in the elections held in 1952?

A I did.

Q Did you vote in the nominating part of the election?

A I did.

Q Did you vote in the runoff or final part of the election?

A I did.

[332] Q Who handed you your ballot for the nominating election?

A Leroy Thompson handed me my ballot.

Q And who handed you your ballot for the final or runoff election?

A Runoff, Leroy Thompson.

Q Where did he hand you your ballot, do you recall?
A On the job.

TRIAL EXAMINER:
Was he distributing ballots to all the men at that time?

THE WITNESS:
To all of his men under him, yes, sir.
Q (By Mr. Bauer) Were you at any time an official of the employee committee?
A I was.

TRIAL EXAMINER.
After these ballots were distributed to you by Mr. Thompson, the foreman, what was the procedure from there on until the time you cast your ballot by putting it in a box?

THE WITNESS:
From the time I was handed my ballot by Leroy Thompson up until the time I actually cast my ballot.

TRIAL EXAMINER:
What period of time was that?

THE WITNESS:
Three days, we were allowed three days which time was the deadline to cast our ballots.

Now, I'm speaking of the time that I was an official of that committee. Usually a week elapsed between the primary and the election, and again in the election, the men were allowed [333] approximately three days to cast their ballots. These ballot boxes were located one at each bath-

house and they remained there overnight, under lock and key, of which I carried the key.

When the deadline arrived, I would gather up the two ballot boxes and carry them into Hank Ayres' office for counting. Now at the counting of these ballots, they would all be put on Mr. Ayres' desk and he would call them off and the chairman and the two committeemen would do the tallying.

Q (By Mr. Bauer) When did you first become an official of the employee committee?

A In 1953, I was elected second alternate. In 1954, I was elected chairman. In 1955, I was elected chairman.

Q Did you ever receive a copy of the by-laws of these employee committees?

A I received my first copy of the by-laws in 1955.

Q Do you recall from whom you received that copy?

A I received one copy from Hank Ayres and another copy was put in an envelope and with my name on it and stuck in the time clock rack.

Q Was the second copy given to you at a later time or about the same time?

A About the same time.

TRIAL EXAMINER:

How long had you been chairman prior to that time?

THE WITNESS:

I was chairman all of the year of 1954 and [334] during 1955, from January up until the time of my discharge.

TRIAL EXAMINER:

Hadn't you ever had occasion to refer to any by-laws prior to the time you say you got a copy?

THE WITNESS:

The only set of by-laws that I had was the short form which is written in the Cabot Guide.

Q (By Mr. Bauer) When you say Cabot Guide, Mr. Wilgus, do you have reference to the employee handbook which you previously looked at?

A Yes, "You and Your Job with Cabot."

* * * *

Q (By Mr. Bauer) I am going to show you a document, Mr. Wilgus, which is identified as General Counsel's Exhibit 19-A and [335] ask you whether this is the set of by-laws which was furnished to you by Mr. Ayres?

A Yes, sir.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 19-A for identification.)

Q (By Mr. Bauer) Now, you testified that you received another set of by-laws stuck in the time clock rack and can you recall when you received that second set of by-laws?

TRIAL EXAMINER:

Approximately.

A The election was held during the first 15 days of January.

TRIAL EXAMINER:

Each year?

THE WITNESS:

Each year, yes, sir, that I was elected, and to the best of my recollection, I received that first set of by-laws some time in February.

Q (By Mr. Bauer) Of what year?

A 1955.

Q And when did you receive the second set?

A Oh, a day or two later.

Q I'm going to show you a document which has been identified as General Counsel's Exhibit 19-B which appears to be a set of by-laws of the Cabot employee committees and ask you whether this is the second set that you received?

A Yes, sir.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 19-B for identification.)

[336] Q (By Mr. Bauer) Did you receive both sets in an envelope with your name typed on it?

A Yes, sir.

MR. BAUER:

I offer General Counsel's Exhibits 19-A and 19-B into evidence.

TRIAL EXAMINER:

Any objections?

MR. HILLYER:

Subject to our general objection.

TRIAL EXAMINER:
Let the exhibits as identified be admitted in evidence.

(The documents heretofore marked General Counsel's Exhibits Nos. 19-A and 19-B for identification, were received in evidence.)

Q (By Mr. Bauer) I believe you testified that the elections when you were elected chairman began January 15th of each year?

MR. HILLYER:
Objection, to his leading.

MR. BAUER:
I'm just repeating the testimony.
A In the first 15 days of January.
Q (By Mr. Bauer) Did that apply to the 1952 election?
A My recollection of the 1952 election is not too clear.

TRIAL EXAMINER:
That was the year that the Company first began production?

MR. BAUER:
Yes, sir.

THE WITNESS:
That's right.

TRIAL EXAMINER:
And you say you were transferred from construction work

to the production end about the first of February, [336-a] somewhere along in there?

THE WITNESS:

The first or second of February.

TRIAL EXAMINER:

Would that throw any light or refresh your recollection as to when they held the election in 1952, which was the first election?

MR. BAUER:

Right.

THE WITNESS:

That first election was held shortly thereafter, but I don't recall the exact date of that election.

Q (By Mr. Bauer) Well, it was held at a later time than the later elections?

A Yes, sir.

[337] Q Than in '53 and '54?

A Yes, sir.

Q While you were chairman in 1954, did you attend a meeting in Pampa of the Central Committee?

A Yes, sir.

Q Did you also do so in 1955?

A I did.

Q While you were chairman in 1954 and 1955, did you attend all Canal Employee Committee meetings?

A I did.

Q Will you briefly explain your functions and duties as chairman?

TRIAL EXAMINER:

Both at the meetings and outside, other times too, all of your duties and functions and powers.

A As chairman of the plant committee, our main purpose was to create a better understanding between labor and management, to process all justifiable grievances. We bargained for wages and working conditions in quite a few cases.

Q (By Mr. Bauer) Did the chairman have power to call meetings of the committee?

A Yes, sir.

TRIAL EXAMINER:

Did anybody else have the power to do it?

THE WITNESS:

Yes, Mr. Ayres has called meetings a time or two, and as chairman of the plant committee, I in turn called special meetings. Usually our meeting date would be set from [338] time to time, from month to month, at the previous meeting.

TRIAL EXAMINER:

Well, one other question, who was eligible to attend or be present at these meetings?

THE WITNESS:

Usually, the attendance was myself, as chairman; 1st committeeman; 2nd committeeman; then we had the plant superintendent, Hank Ayres; the assistant superintendent, Dick Bray; the warehouse superintendent, Paul Thurston, and the maintenance superintendent, Willis Shelton.

TRIAL EXAMINER:

Were these meetings, as a rule, composed of both the committee and some representative of Management?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

Were any meetings held where no member of Management was present?

THE WITNESS:

Never.

TRIAL EXAMINER:

It was kind of a joint meeting then, between the members of the committee and the representatives of Management?

THE WITNESS:

It was.

Q (By Mr. Bauer) Was any meeting ever held off Company property?

A No, sir.

Q Was any meeting ever held off Company time.

A No, sir.

* * * *

[339] Q You testified that no meetings were held off Company property and that there were no meetings held off Company time. What period did you have reference to as far as the committee was concerned?

[340] A During the time that I taken an active part at our meetings, all of our meetings were held in Hank Ayres' office. We held no meetings other than the meetings held in Mr. Ayres' office.

Q What period of time are you talking about?

A I'm talking from when I taken over in 1954, as chairman up to September 15, 1955.

Q All right, sir, now, were minutes kept of those meetings?

A Yes, they were.

Q Did you get copies of those minutes?

A I did.

Q I'm going to show you portions of General Counsel's Exhibit No. 9 which will be the minutes of the employee committee meetings for the period covering 1-20-54 through September 13, 1955. I'm going to show you the minutes for that period and ask you whether those are copies of the minutes of which you also received copies.

A Those are the copies. If you will excuse me, there is one here that I didn't receive, this copy here.

Q What date is that?

A This is 4-22-52.

Q 4-22-52?

A Yes, sir.

MR. BAUER:

That couldn't be.

MR. HILLYER:

Your exhibits must be out of order, Counselor.

[341] MR. BAUER:

The witness testified that he did not receive the exhibit of 4-22-52 and that was our fault:

Q (By Mr. Bauer) Did you read these minutes before they were published, Mr. Wilgus?

A In most cases, yes?

Q Were those minutes accurate?

A Those minutes, what was in them, was accurate, yes.

Q Were they complete?

A No, sir, they were not complete.

Q Would you explain that further?

MR. HILLYER:

May we at this point, am I to understand that Counsel takes the position that the minutes require explanation?

MR. BAUER:

No, that is not my position. The witness has testified that they were accurate. I am now asking him whether they were complete. Let me ask the question.

Well, he has answered it, but I would like to have him explain his answer.

MR. HILLYER:

If you're going to explain that answer, I'm going to ask whether it is Counsel's position that testimony can be introduced regarding the minutes, in explanation of the contents of the minutes?

MR. BAUER:

We stipulated, I believe, that these were the minutes of the meetings.

MR. HILLYER:
That is correct.

MR. BAUER:
If you wish to introduce testimony on the [342] minutes, not knowing the questions you are going to ask, I don't know whether I am going to object or not, but I don't have any overall objection.

MR. HILLYER:
That's all right, sir.

TRIAL EXAMINER:
It looks like whether or not the question is if testimony will be permitted to show wherein the minutes are not complete with respect to things that might have occurred that are not shown in the minutes.

MR. HILLYER:
Mr. Examiner, I agree with Counsel. The minutes are not intended to be a complete representation of everything that was said at these meetings and I think that some of the things in the minutes will probably require explanation. I just wanted to be sure that Counsel and I understood one another.

MR. BAUER:
I don't know whether we do but we will eventually, of course, come to it, Mr. Hillyer.

TRIAL EXAMINER:
I would like to say that if one side goes into that phase of

it, as to their not being complete, the other side may be permitted also to do so.

MR. BAUER:

Yes, sir, of course, that's all right. I have no objection to that.

Q (By Mr. Bauer) Would you please answer the last question?

A These minutes that we kept, when I said they were not complete, I referred to so much off the record talk that I tried to get into the minutes from time to time, but was refused permission [343] by Hank Ayres.

TRIAL EXAMINER:

Who kept the minutes of the meetings?

THE WITNESS:

The minutes, usually Mr. Petitfils, during my time as chairman of the committee, would record the minutes and then they were turned over to the office clerk to be mimeographed.

TRIAL EXAMINER:

Who is Mr. Petitfils?

THE WITNESS:

Petitfils was the first committeeman. At one time, during the early part of 1954, Mr. Zeke Mayon kept the minutes of our meetings, who at that time, I believe, was shipping clerk.

Q (By Mr. Bauer) While you were chairman of the committee, Mr. Wilgus, did you present any grievances or discuss any working conditions?

A Yes, I did.

TRIAL EXAMINER:

You mean in the committee meetings?

THE WITNESS:

Yes, sir.

Q (By Mr. Bauer) Now, I'm going to ask you to look at the minutes of January 20, 1954 which are in front of you, sir, and ask you whether at that meeting there was discussed a question concerning the furnishing of gloves to certain employees by the Company?

A Yes, sir. The glove situation was in our discussion.

Q Did you participate in that discussion, do you recall?

A No, sir, that discussion was carried on by Mr. F. J. [344] Petitfils.

Q I call your attention to the minutes of the meeting of February 17, 1954 and ask you whether there was a discussion during that meeting of the merit sheets?

A Yes, sir, there was.

Q Do you recall who led that discussion?

A I led that discussion.

Q Do you recall what you said?

A I brought out the fact that there were a few employees who had not seen their merit sheets lately.

* * * *

[346] Q (By Mr. Bauer) Have you looked at the minutes of February 17, 1954?

A Yes, sir.

Q Was there any discussion concerning barrels at that meeting?

A Yes, sir.

Q Do you recall who participated in that discussion?

A That discussion was brought to the attention of Hank Ayres in regard to our truck driver who picks up these heavy barrels of black and handles them and it is a little too much weight for one man to take care of, and Mr. Ayres stated that he would see that the truck driver got another man to help him on those occasions.

Q Will you please turn to the minutes for March 12, 1954, and refresh your recollection.

Have you looked at them, sir?

[347] A Yes, sir.

Q Was there any mention made of job classification during that meeting?

A I didn't read the entire minutes. I refreshed my memory on the particular point of annual sick leave.

Q All right, let me ask you about annual sick leave, and then you can go back to the minutes.

MR. HILLYER:

What minutes are those?

MR. KEENAN:

2-12.

MR. BAUER:

3-12-54.

Q (By Mr. Bauer) Can you tell us what you can recall of the discussion concerning annual sick leave?

A I brought that discussion to the attention of Management that I would like to have an annual sick leave for our employees at the Canal plant, and was told by Mr. Ayres that this was completely out of his hands and the best thing

for me to do was to take it up at our Pampa meeting in March.

Q Will you turn back to the minutes and refresh you recollection some more?

Was there any mention made of job classification during that meeting?

A There was.

Q Do you recall who mentioned it and what was said?

A Yes, it was brought to the attention of Mr. Ayres of job classification in regard to seniority, and Mr. Ayres explained [348] that it was at their discretion to also use the ability end of it. In other words, if a man had seniority and they didn't feel as though they could give it to him on that basis, they would give it to him on the ability basis.

Q All right, sir, I now ask you to turn to the minutes for the meeting of May 19, 1954, and take a look at those, please. Have you looked at that, Mr. Wilgus?

A Yes, sir.

Q Was any mention made of merit sheets during that meeting?

A Yes.

Q Who mentioned it, sir, if you can recall?

A It was brought to Hank Ayres' attention that some of the men had not seen their merit sheets lately and would like to see them. Hank Ayres instructed all present at that meeting to show the men their sheets particularly those who had not seen the sheets and Mr. Shelton brought out the fact that if any man wanted to see his merit sheet, they should come to the office and ask to look —

TRIAL EXAMINER:

Who is Mr. Shelton?

THE WITNESS:

He is the maintenance superintendent.

* * * *

[349] Q (By Mr. Bauer) Mr. Wilgus, I now ask you to take a look at the minutes for June 9, 1954 and refresh your recollection on that, please.

MR. HILLYER:

May I see those when Mr. Wilgus gets through? We don't have a copy of that set.

MR. BAUER:

Show the minutes, please, to Mr. Hillyer.

MR. KEENAN:

You may continue to examine, Mr. Bauer.

Q (By Mr. Bauer) Mr. Wilgus, do you recall any discussion about a vacation plan at that time?

* * * *

THE WITNESS:

We were permitted to save one week of our [350] vacation over into the following year for the purpose of using this as a sick leave. However, we would not be allowed to take three weeks of a vacation unless we were sick and that was the object of holding one week over as strictly sick leave.

Q (By Mr. Bauer) Just tell what happened at the meeting, if you can recall, of June 9, 1954. Was that discussed, and if so, by whom, and was any action taken about it then?

A The committee suggested an annual sick leave, however, we were given no definite answer on the sick leave at that time.

Q Again calling your attention to the meeting of that date, was anything said about merit sheets?

A Yes, it was reported that the merit sheets had been shown to the men and if anyone hadn't seen their sheets, they could be seen by going to their immediate supervisor.

Q Who said that?

A Mr. Ayres.

Q Do you recall whether anything was mentioned about the bathhouse?

A Yes, Petitfils brought up that subject, of the overcrowded conditions in one bathhouse and we suggested that this situation be equalized.

Q I call your attention to the minutes of July 29, 1954, and ask you to take a look at those. Was there any discussion about bidding for jobs on that date?

A Yes, we discussed the job bidding at some length —

[351] TRIAL EXAMINER:

What do you mean by job bidding?

THE WITNESS:

Well, to explain that, in other words, if a vacancy should occur on any particular job, such as shift packers, operator, warehouseman, we discuss the job bidding and who would get that job. There was no definite decision at that time. We discussed it.

TRIAL EXAMINER:

About the individual employee making a bid for the job?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
Application for it?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
The word bidding then is synonymous with application?

THE WITNESS:
Yes, sir.

Q (By Mr. Bauer) I call your attention to the minutes of September 29, 1954. Please take a look at those.

A September 29?

Q Yes, sir. Do you recall any discussion about a Company insurance plan at that time?

A Yes, Frank Walker was present at that meeting.

TRIAL EXAMINER:
Who is he?

THE WITNESS:
Frank Walker is the safety — he takes care of the safety department. His exact title, I don't remember, but we always know Frank Walker as the man in charge of the safety activities at the Canal plant.

[352] TRIAL EXAMINER:
Supervisor?

THE WITNESS:

Yes, sir. We discussed the insurance plan at some length. However, the full details of that discussion is not contained in the minutes of the meeting.

Q (By Mr. Bauer) I now call your attention to the minutes of the meeting held on October 11, 1954.

A I don't believe I have those. Yes, I have them.

Q Please take a look at those, Mr. Wilgus.

TRIAL EXAMINER:

What date is that?

THE WITNESS:

November 24, 1954.

Q (By Mr. Bauer) No, I thought I asked for October 11, 1954.

A I have them.

Q Do you recall whether that was a regular or special meeting?

A That was a special meeting.

Q Do you recall who called that special meeting?

A In most cases, I called a special meeting. Now I don't recall whether I called that special meeting or Petitfils called it.

Q Do you recall what was discussed at that meeting?

A Yes, sir. Petitfils brought to Management's attention about the unrest among the employees in regard to the appointment of the boiler fireman, Mr. Stafford, in view of the fact that he had been turned down recently on a job that he bid for as plant operator.

Q Was a so-called grievance form utilized to process that [353] grievance?

A Could I make another statement there?

TRIAL EXAMINER:
Go right ahead.

THE WITNESS:
I would also like to state that I suggested to Management at that particular meeting that Lynn Stafford be removed from the job as boiler fireman.

TRIAL EXAMINER:
On what grounds?

THE WITNESS:
On the ground that 30 days earlier, he had been turned down on a job bid for plant operator and we felt that if he wasn't qualified to take the plant operator's job that he wouldn't be entitled to take the boiler fireman's job. He had no experience as a boiler fireman and there had been a job bid by Mr. Allen at the time who had boiler fireman experience.

Q (By Mr. Bauer) I'm going to show you General Counsel's Exhibit 10 and ask you whether that is the form utilized to process this particular grievance?

TRIAL EXAMINER:
Whose grievance is that?

A This is the Company's formal grievance form supplied by the Company.

TRIAL EXAMINER:
Who filed the grievance?

THE WITNESS:
The committee, yes, sir, that's it.

TRIAL EXAMINER:
What exhibit was that?

MR. BAUER:
10.

TRIAL EXAMINER:
Let the record show that the exhibit which [354] he just identified was General Counsel's 10.

MR. BAUER:
Yes, sir, which was already in evidence.
I now ask you to take another look at the minutes of the meeting held October 13, 1954.
Q (By Mr. Bauer) Do you recall what was discussed at that meeting?
A Yes, sir.
Q Will you tell us what was discussed and who said what, if you can recall?
A At that meeting, I brought up the fact that if Management had the authority to put Lynn Stafford on this job, that they also had the authority to remove him from this job. And Mr. Paulsen wanted to know if we wanted to file two grievances — well, I'm getting a little ahead of myself there.

We also brought up, I also brought up the subject of plant seniority over Company seniority along with the grievance of Lynn Stafford, the boiler fireman, and Mr. Paulsen wanted to know if we wanted to file two grievances or make it one joint grievance. I preferred making one grievance out of the matter.

Q Was any action decided upon at that committee meeting?

A Yes, Mr. Paulsen called Pampa, Texas, while we were at the meeting and I don't know exactly who he contacted there in Pampa, I presume it was Mr. Stinson. Mr. Paulsen conveyed to us that the decision was that the Company had acted in good faith in appointing Lynn Stafford to this boiler fireman job and they [355] saw no reason why they should remove him.

Mr. Paulsen also told whoever he talked to in Pampa that we favored plant seniority over Company seniority. So it was decided to bring it to a vote as to whether we would have Company seniority or plant seniority.

TRIAL EXAMINER:

A vote of the entire body of the employees?

THE WITNESS:

Yes, sir.

Q (By Mr. Bauer) Was such a vote subsequently held?

A Yes, sir, it was.

Q Who ran the election for that vote?

A Management ran the election.

Q Who participated in the holding of the vote? Name the people who participated and their function.

A There was a notice posted on two bulletin boards that we would have the vote on plant seniority and Company seniority and the ballots were printed in the office. Now, shall I explain how that balloting taken place?

MR. KEENAN:

Mr. Examiner, I would like the original question ans-

wered, which was I believe, who participated in the election, in the holding of the election. I think you wanted the names of the persons?

MR. BAUER:
Yes.

TRIAL EXAMINER:
Go ahead and explain the whole thing.

THE WITNESS:
There were two men representing Management and I was notified by Mr. Ayres to appoint two men representing [356] labor. The election was held between the two bathhouses, where we had one table where the two men representing Management and the two men representing labor had a check off list, where a man would come up for his ballot and check his name off and hand him a bllot. And on the other side of the sidewalk, approximately 10 to 15 feet, would be one box on a table marked for — well, there was just one box on a table, and you would put a cross as to whether you favored Company seniority or plant seniority and fold it and put it in the ballot box.

Q (By Mr. Bauer) I now call your attention — was the seniority system at the Canal plant changed after that election?

A The seniority system?

Q Was there any change made from the previous system after that election?

A Yes, we changed from Company seniority to plant seniority.

TRIAL EXAMINER:

Is that the way the vote went?

THE WITNESS:

Yes, sir.

Q (By Mr. Bauer) I now call your attention to the minutes of November 29, 1954. All right, sir, do you recall what was discussed at that meeting?

A Yes, sir, I stated that quite a few of the men in the maintenance department were complaining about a certain foreman, the way he worked his men.

TRIAL EXAMINER:

What foreman was it?

* * * *

[357] THE WITNESS:

His name was Eric Pontieff and the men were complaining about the way Eric Pontieff would work his men. For example, when they had to go into the bag filter to replace bags, he wouldn't always allow enough time for the gas, and the heat also, to clear out before sending the men in. So, naturally, men couldn't stay in there very long at a time, they had to come out for air. Mr. Herbert at that time, who was on our committee, stated that some of his men were being treated like dogs, that worked for Eric Pontieff, and I asked Mr. Ayres if he couldn't do something to straighten this particular foreman out.

[358] Mr. Paulsen also sat in on the meeting and I was asked by Mr. Paulsen if we wanted to file a formal Company grievance in the matter and my reply was, "no, I think this is something that can be ironed out amongst ourselves."

which he agreed to talk to this foreman and try to get him to arrive at a better understanding of the working conditions.

Q (By Mr. Bauer) All right, sir, will you please turn to the minutes of the meeting on January 19, 1955. Do you recall what was discussed at that meeting, Mr. Wilgus?

A Yes, sir, I brought to Management's attention the fact that a relief operator, Mr. Leroy Chaponcier —

TRIAL EXAMINER:

Relief operator of what?

THE WITNESS:

Relief operator who can relieve any operator, supposedly, either on the oil units or the thermal or gas unit. I brought to Management's attention that Mr. Chaponcier had been working an unusual amount of night work and had only been allowed two or three day shifts in the past two or three months. That was Mr. Chaponcier's complaint to me and I taken it up with Management.

Now, Hank Ayres, at this particular time told Dick Bray, the assistant plant superintendent, to investigate this matter and Hank was going to look in the possibility of putting on another relief operator.

[359]. Dick Bray also stated that he would try and give Mr. Chaponcier as much day work as possible.

Now, another subject that was discussed at that particular meeting which I brought up myself was concerning the installing of air vents on all of the warehouses, so as to let

some of the heat escape to where it wouldn't be so hot for the men working inside.

Q (By Mr. Bauer) All right, sir, I ask you to look at the minutes of the February 16, 1955 meeting. Do you recall what was discussed at that meeting?

A Yes, sir, I brought to Management's attention that a lot of the employees were complaining about having skin rash. They thought it was the Creme Oil soap we were using at that time, and wanted to know if we couldn't try another soap, which Hank Ayres agreed to and we shortly thereafter received a different soap.

A All right, sir, will you please look at March 24, 1955 minutes.

MR. KEENAN:

What is the date that you asked him?

MR. BAUER:

3-24-55.

Q (By Mr. Bauer) Do you recall what was discussed at that meeting?

A Yes, at that meeting, I had just returned from Pampa, Texas where I had brought up the subject of annual sick leave and Ville Platte was more interested in more vacation time, [360] rather than annual sick leave.

TRIAL EXAMINER:

Ville Platte?

THE WITNESS:

Ville Platte, that's another Cabot concern.

TRIAL EXAMINER:
Where is that located?

THE WITNESS:
You see, their representative was at this meeting also.

TRIAL EXAMINER:
Where is that plant located?

THE WITNESS:
It is about a hundred miles from here. You go up through Opelousas —

TRIAL EXAMINER:
In this area of Louisiana?

THE WITNESS:
Yes, sir. Ville Platte wanted more vacation time and Mr. Reno Stinson at that meeting pointed out that if and when the Company had more money for this purpose, the Canal plant employees and the rest of the employees throughout the plants would be given a chance to vote as to how we would like to receive this extra money, in the form of vacation or sick leave or an hourly increase. I made a report of this to the employees of the Canal plant in the minutes of this meeting.

Q (By Mr. Bauer) Was anything else discussed at that meeting?

A Yes, Hank Ayres stated that Mr. Wooley had been contacted in Pampa and that our air vents, which I had suggested be installed in the warehouses in a previous meeting, were definitely being ordered and they were going to be installed.

TRIAL EXAMINER:

Who is Mr. Wooley?

THE WITNESS:

Mr. Wooley is in charge of, I believe he's in charge of plant production.

[361] Q (By Mr. Bauer) I want you to turn to the minutes of June 1, 1955, skip over to June 1, 1955, do you recall what was discussed at that meeting?

A Yes, the question of job bidding was discussed at some length. Management felt that a shift packer should be required to put in from sixty to ninety days as a shift packer before he was allowed to bid on an operator's job and I believe it was later decided that he would be allowed to bid at any time on another job.

Now, there were suggestions made and one award of $20.00 was awarded to Bill Howe. I don't recall exactly why he was awarded that $20.00 but suggestions were turned in from time to time and both Management and the committee would agree as to its usefulness and whether it was awardworthy or not.

TRIAL EXAMINER:

What is a shift packer?

THE WITNESS:

He is the one who puts the black in the bags and sews the bags up.

Q (By Mr. Bauer) I will now ask you to look at the minutes of the June 29, 1955 meeting. Do you recall what was said at that meeting?

A Yes, in that meeting, Petitfils brought to the attention

of Management that the men working in the bag filters — it was so hot in there — that they would like to get more air in there, not only to clean the bag filter down, but to give the men more fresh air and suggested to Hank that they get some more movers to blow that air in there and at that time Hank said that they had [362] a limited amount of compressed air and if and when this amount of compressed air would be more available that they would be glad to get some more movers.

Q Please take a look now at the minutes for July 27, 1955. Do you recall what occurred at that meeting?

A Yes, at that meeting Petitfils asked Hank if it was possible to put on an extra printer and lift truck operator since the sales of carbon black had been increasing right along, that it was almost too much work for one man and he thought he should have additional help and Hank wouldn't give him a definite decision at that time, but that he would look into the matter.

Q I ask you to look at the minutes of September 13, 1955. Do you recall whether that was a regular or special meeting?

A To the best of my recollection it was a regular meeting. There is nothing that appears on the minutes to indicate whether it was a special meeting or not.

TRIAL EXAMINER:

You think it was a regular meeting?

THE WITNESS:

Yes.

Q (By Mr. Bauer) What is your recollection on it?

A To my recollection, it was a regular meeting.

TRIAL EXAMINER:
A regular monthly meeting?

THE WITNESS:
Yes.

Q (By Mr. Bauer) Do you recall what was discussed at that meeting?

A At that meeting we discussed the sick leave at some length [363] and Petitfils informed Management that his men would prefer a sick leave if it had a cash surrender value at the end of the year.

TRIAL EXAMINER:
Who was Petitfils?

THE WITNESS:
Petitfils was the 1st committeeman.

TRIAL EXAMINER:
Who is this man? What group of men is he over?

THE WITNESS:
He worked in the warehouse.

TRIAL EXAMINER:
He was not a foreman?

THE WITNESS:
No, sir.

TRIAL EXAMINER:
The group of men he worked with were in the warehouse?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
Well, in that connection, did each committeeman, more or less, represent a certain group of men?

THE WITNESS:
Not necessarily, no, sir. The entire working personnel vote on the chairman, 1st committeeman, 2nd committeeman, alternates and so on.

TRIAL EXAMINER:
But, they were selected at large and not with reference to any particular group?

THE WITNESS:
That's right.

Q (By Mr. Bauer) Do you recall who called that particular meeting, Mr. Wilgus?

A As I said before, I don't recall whether that was a special meeting or a regular monthly meeting, but it was my [364] opinion that it was a regular monthly meeting.

TRIAL EXAMINER:
In that event, who called the regular monthly meeting?

THE WITNESS:
The regular monthly meetings are set at the previous meeting, in other words, every four weeks a regular meeting.

Q (By Mr. Bauer) Look at the minutes again, Mr. Wilgus, and refresh your recollection if you can. Did looking at those minutes refresh your recollection?

A Yes, sir. That was a special meeting and it was called by Mr. Ayres and Mr. Paulsen to determine what the men wanted in ways of an increase whether it should be in the form of —

* * * *

[367] Q (By Mr. Bauer) I call your attention to discussions which may have been held, concerning wage raises or sick benefits and ask you if you recall any details about it?

A Yes, Mr. Paulsen stated that he was going to Pampa and there was a possibility of more money being allocated, or words to that effect, and he wished to know if we had any choice in the matter as to how we would prefer to receive this money, whether it be in the form of an annual sick leave, more vacation on an hourly increase.

At that time I expressed my preference which was an annual [368] sick leave, and Petitfils thought an annual sick leave would be good if it had a cash surrender value at the end of the year.

* * * *

[420] CROSS EXAMINATION

Q (By Mr. Hillyer) . . .

* * * *

[468] Q I believe you said that these minutes were always posted on the plant bulletin board?

A That's right.

* * * *

[477] Q (By Mr. Hillyer) I believe that you testified in response to questioning by Counsel for the Board that your committee bargained for wages and working conditions in quite a few cases, did you not?

A We did.

Q What did you mean by the word "bargained?"

A By bargaining, we tried to get more money for the employees in some cases.

Q What cases?

A In the case of Joe Lucia, for example.

Q What happened there?

A In that particular case, I told Management that Joe Lucia was being underpaid in comparison to the operators doing the same work as he was doing.

Q You made a complaint about Joe Lucia, then?

A Yes, sir.

Q And what did Management do?

A I don't recall at this time just what their action was [478] without refreshing my memory on the minutes of that particular meeting.

Q Didn't you refresh your memory on the minutes yesterday?

A Mr. Hillyer, would you expect me to remember everything that has happened over a four or five year period? Could you remember everything that has happened in the past four years?

TRIAL EXAMINER:

The record will show that the witness did refresh his recollection at various times concerning the minutes yesterday, and if there is any particular minutes which are concerned, I think the witness should have a chance to refresh his recollection again because of the long period of time over which these minutes extend.

MR. BAUER:

Mr. Examiner: There is also no showing that yesterday he refreshed his recollection as to each minutes kept for each meeting.

MR. HILLYER:

It was my impression that yesterday he had testified about the same Joe Lucia incident, after refreshing his recollections from the minutes, but if he has no present recollection then that's all he has to say.

TRIAL EXAMINER:

Do you have any present recollection of this transaction about Joe Lucia?

THE WITNESS:

My only recollection is that I did bring it to Management's attention and tried to get the situation adjusted.

Q (By Mr. Hillyer) And that is an example of what you call [479] bargaining?

A Yes, sir.

Q Can you give us any other examples?

A I believe at one time there was some bargaining done in regard to shift packers.

Q Would you explain that as near as you can remember?

A Yes, the same situation existed there. Some shift packers were making more money than others, and it was my opinion that they should all be on the same rate of pay.

Q And you expressed that opinion to Management?

A Yes, I did.

Q And just what did Management do?

A They didn't immediately do anything about it, at that particular time.

Q And that is another example of what you call bargaining?

A Yes, sir.

Q Would you give us another example of what you call bargaining?

A I don't, as I said before, I don't have that kind of a memory that I can go back and pick out all the particular cases.

TRIAL EXAMINER:

Well, do you have any recollection of any other cases?

THE WITNESS:

Not at this time, no, sir.

Q (By Mr. Hillyer) Then yesterday when you testified that you bargained for wages and working conditions, it is this type [480] of incident that you are talking about, that caused you to characterize your actions as bargaining, is that correct?

A I had bargained about working conditions off and on during the whole time that I was chairman of the plant committee.

Q What other incidents do you recall of bargaining?

A Well, in one case for example, Leroy Chaponcier, our relief operator, had complained to me that all of his work consisted mostly of night work and that he had worked very few days, so I took it up with Management at our regular meeting and Management agreed to look into this matter and see what could be done as to giving this man more day work.

TRIAL EXAMINER:

Was that the relief operator that has been previously mentioned?

THE WITNESS:

Yes, sir.

Q (By Mr. Hillyer) Didn't that relief operator receive a pay differential because of his having to work off-times?

A Yes, there was a little difference in his pay.

Q And you say that Management acceded to your suggestion? Management did as you suggested?

A Management did agree to see what could be done about it, and the possibility of putting on another relief operator.

Q Do you recall any other incidents that you consider bargaining?

A Yes, at one point, Petitfils had brought to Management's attention that they needed an extra printer and an extra [481] forklift truck driver.

TRIAL EXAMINER:

Let us suspend for just about five minutes, gentlemen.

(Short recess.)

TRIAL EXAMINER:

We'll proceed with the cross examination.

Q (By Mr. Hillyer) Mr. Wilgus, prior to the recess you were attempting to recall the incidents which you characterized as bargaining incidents. Would you please continue?

A At one time we bargained with Management as to plant seniority over Company seniority and Management agreed to hold a vote on it, and as a result of that bargaining plant seniority won out over Company seniority.

Q You mean that the Company agreed with the committee to put in plant seniority instead of Company seniority?

A The Company agreed to let us have a vote on it as to determine whether Company seniority should prevail or plant seniority should prevail.

Q When you say "let us have a vote," who was voting?

A All of the employees in the yard.

Q Not the committee, the employees?

A The committee and the employees.

Q The committee as employees though, the committee was not voting as a committee?

A No, sir, but the committee is what brought it about, brought it to Management's attention. In my opinion, we bargained with [482] Management to get that vote.

Q In other words, you stated in your opinion you bargained with Management to get that vote. Would you please recite exactly what you did?

A I told Management that the majority of the employees favored plant seniority over Company seniority. At that time Mr. Paulsen called Pampa, he said he would have to get Pampa's approval of it before allowing us to have a vote on the matter.

Q Would you please state in detail just what your conversation was with Mr. Paulsen, and what Mr. Paulsen said to you?

A Well now, I can't give you word for word of that meeting.

TRIAL EXAMINER:

Just the substance.

Q (By Mr. Hillyer) To the best of your recollection.

A I just briefly outlined it, the conversation. As far as word for word, I don't remember that.

Q Did Mr. Paulsen say anything to you about that being a matter of Company policy.

A I don't recall.

Q Did not Mr. Paulsen say anything to you to the effect that it was not a matter which he could enter into any agreement with the committee on?

A Oh, yes, he said that he would have to get the approval of Pampa.

Q Did you or the committee ask that a vote be taken at the plant?

[483] A I don't believe we did.

Q So then you didn't bargain for a vote to be taken among the employees?

A As a result of our bargaining, a vote came about.

Q That is your conclusion?

A Yes, sir.

Q I believe you said that Mr. Paulsen called somebody in Pampa during the committee meeting?

A Yes, sir, at least that was the impression that he left at the time with the committee.

Q Did he come back into the meeting and tell you what the result of his call was?

A Yes, but I don't recall the exact statements that he made at that time.

Q Are those the only incidents that you can remember, that you would characterize as bargaining?

A No, sir. There was one other incident in which I had bargaining with Management in regard to an annual sick leave.

Q Just how did you bargain with Management in regard to that annual sick leave?

A I brought it to the attention of Hank Ayres that a majority of the employees wanted an annual sick leave and, at that time Mr. Ayres told me that that was strictly out of his hands, and that I would have to take it up in our March 15th meeting at Pampa, Texas, which I did.

[484] TRIAL EXAMINER:

That was the meeting of the Central Committee?

THE WITNESS:

Yes, sir, and at that time I put in another plug for an annual sick leave at the Central Committee meeting and was informed by Mr. Stinson that at this time the Company had no immediate plans for the dispersing of any extra money and if and when they did have extra money along this line, that the employees would be given a chance to vote on it as to how they would like to receive it.

Q (By Mr. Hillyer) When you say the employees, do you mean Company-wide, union and non-union alike?

A Yes, sir.

Q And that is what you call bargaining?

A Yes, sir.

Q And when you returned to the Canal plant, did you insert a statement in the minutes to the effect that the Com-

pany was considering a wage increase and would probably give the employees a chance to determine how they would like to have it?

A My statement in the minutes of that meeting, to the best of my recollection, was to the effect that if an when the pay increase was forthcoming, the employees would be given a chance as to how they would like to receive it, in the form of an annual sick leave, more vacation or an hourly increase.

TRIAL EXAMINER:

Was the vote to be Company-wide or plant by plant? How was it to be?

[485] THE WITNESS:

It was my understanding at the Central Committee meeting in Pampa that it was to be a Company-wide vote. However, you see, that pay increase was eventually granted after my discharge, and I believe that the employees voted to receive this money on an hourly basis.

TRIAL EXAMINER:

Was that by Company-wide vote or by plant vote?

THE WITNESS:

I don't know whether it was a Company-wide vote or plant vote.

Q (By Mr. Hillyer) That was something that happened after you were discharged and you don't know anything about it, except by hearsay, is that correct?

A That's right.

Q Now, I take it that you did not intend to give the im-

pression that there was a wage increase being considered, when you inserted that statement in the minutes?

A No, sir, I didn't intend that that interpretation should be taken from the minutes of that meeting.

* * * *

[488] TRIAL EXAMINER:

With regard to censoring of these minutes by Mr. Ayres, did Mr. Ayres ever express a desire to censor the minutes with respect to anything, except omitting the names of foremen and supervisors of the Company from the minutes?

THE WITNESS:

On many an occasion we had so much off the record talk before the meeting took place, which I didn't approve of, but the big point in particular as I saw it was when Mr. Ayres denied me the privilege of making a carbon copy of the minutes of a special meeting that I had called, and said that he reserved the right to censor our meetings.

Now, at the end of that particular meeting, after the minutes were read, then Mr. Ayres said that we could have a carbon copy if we wanted it, that is, after all of the minutes were complete. It would be extra work to go back over the whole thing and make a carbon copy.

Q (By Mr. Hillyer) Had you inserted matter in the minutes previously which had caused some trouble and disturbance among [489] the employees or the foremen?

MR. BAUER:

Objection.

TRIAL EXAMINER:

Objection overruled. He can state whether or not any thing in the minutes — do you mean minutes that had been posted on the bulletin board?

MR. HILLYER:

Yes, sir, that's what I am referring to.

TRIAL EXAMINER:

He can state whether or not anything contained in the minutes posted on the bulletin board had caused any discussion or unrest among the employees. Go ahead.

A Mr. Hillyer, are you referring to a certain particular instance?

Q (By Mr. Hillyer) Any instance that you can recall.

A Yes, at one time I brought out the fact that the maintenance foreman was making it hard on his men, and he objected when they came out for air too often while working in the bag filter which was very hot and full of gas.

* * * *

[499] TRIAL EXAMINER:

Let me ask you one more question in that regard. It has been brought out here previously that this committee handled grievances for the employees with Management. In the course of handling such grievances, was it customary to publish, as minutes on the bulletin board, the negotiations and the discussions with Management concerning particular grievances?

THE WITNESS:

Yes, it was customary.

TRIAL EXAMINER:

Make kind of a public posting of the deliberations of the committee and Management concerning the grievances?

THE WITNESS:

It has always been a custom since the first committee was elected to publish the results of the meeting.

TRIAL EXAMINER:

I mean the entire deliberations; was it customary to publish in the formal minutes of the committee, on the bulletin boards, the deliberations and negotiations of the committee with Management concerning each grievance that was discussed, or didn't you have any provisions about discussing these grievances in more or less private manner in order to reach a settlement without publishing all the deliberations?

THE WITNESS:

We discussed a lot of topics, that I don't recall just what they were. I had nothing to do with the posting of the minutes on the bulletin board.

TRIAL EXAMINER:

Who was in charge of that?

[500] THE WITNESS:

I think, in most cases, the office clerk posted these minutes on the bulletin board, and I received my copy, sometimes from the telephone operator, and other times, I would have a copy of the minutes sealed in a brown envelope with my name on it at the time clock.

TRIAL EXAMINER:

Whose policy was it to publish those minutes on the bulletin board? Was that the committee's policy or Management's policy or both of their policies?

THE WITNESS:

In most cases, I would say that one of the clerks in the office usually posted the minutes because they were the ones that would mimeograph the minutes.

* * * *

[573] REDIRECT EXAMINATION

* * * *

[578] TRIAL EXAMINER:

It is not a question of what his conception is.

Do you know what the duties of a chairman of the committee were at the time you were chairman? Do you, yes or no?

THE WITNESS:

Yes, as written in the Cabot handbook.

TRIAL EXAMINER:

Let us see the Cabot handbook. Can you [579] point out the page on which the duties of a chairman appear in the handbook?

THE WITNESS:

Here they are.

TRIAL EXAMINER:
On page 8 of the handbook?

THE WITNESS:
On page 8 and 9 of the Cabot Handbook. From here over to here.

TRIAL EXAMINER:
Let the record show that the witness points out, beginning on page 8, the paragraph headed "Employee Committee" extending through the rest of page 8 and down to, but not including, the paragraph on page 9 headed "If You Are Absent." All right.

* * * *

[581] TRIAL EXAMINER:
Could any employee come to members of this employee committee at any time they wanted to, and complain, and request that certain things be brought up on their behalf, [582] or on behalf of all employees with Management?

THE WITNESS:
Yes.

TRIAL EXAMINER:
Was there any limitation on when they might do that?

THE WITNESS:
Yes, there is.

TRIAL EXAMINER:
What limitation was there on it?

THE WITNESS:

It was always my understanding that the time to put the fire out was before it become too big to handle.

TRIAL EXAMINER:

Now, you're talking about something else. I have asked you the plain question, was there any restriction on the ordinary employees whom your committee represented, was there any restriction on any individual employee coming to members of their committee or to the chairman at any time and asking them to take up matters concerning grievances or anything else?

THE WITNESS:

No, sir.

TRIAL EXAMINER:

Then there was no limitation on them?

THE WITNESS:

No, sir.

Q (By Mr. Bauer) Did employees, in fact, do so?

A Yes, they did.

TRIAL EXAMINER:

Then, from then on the committee handled it in the way they felt was best, either by formal grievance on a form or by discussions in these meetings without the form, is that correct?

THE WITNESS:

Yes, sir.

[583] TRIAL EXAMINER:

Now, there is one more thing I might make a little clearer in my mind if you will answer this. When these questions would come up that the committee wished to handle with Management, would they ever deal with Management about it outside of a committee meeting or in meetings and discussions at which no minutes were kept?

THE WITNESS:

Yes, I believe there was.

TRIAL EXAMINER:

Then you would have informal discussions with Management about it on occasion?

THE WITNESS:

Yes.

TRIAL EXAMINER:

Were you free to go to Management and discuss these matters whenever you requested to do so?

THE WITNESS:

Yes, I was. In fact, I was never told by Management not to come to them with a grievance or a matter of importance.

Q (By Mr. Bauer) Did you, in fact, do so?

A I did.

* * * *

[594] HERBERT MITCHELL CHAMPAGNE
a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Bauer) Will you please state your name?
A Herbert Mitchell Champagne.
Q Where do you live, Mr. Champagne?
A Franklin, 417 Samuels.
Q Where do you work?
A Cabot.
Q How long have you worked for Cabot?
A Just a little more than 5 years.
Q That is with the Canal plant of Cabot?
A That is correct.
Q While you were employed at the Canal plant, have you ever participated in an election for an employee committee?
A That is right.
Q What years?
[595] A '53 and '54.

TRIAL EXAMINER:
Did he say what his job with the Cabot people was?

MR. BAUER:
No, sir, he didn't.

THE WITNESS:
Plant operator.

TRIAL EXAMINER:
What was it back in —

MR. BAUER:
1953?

THE WITNESS:
Plant operator. No, excuse me, dustless operator.

TRIAL EXAMINER:
'54?

THE WITNESS:
In '54, too.

TRIAL EXAMINER:
In '55?

THE WITNESS:
Most of that year I was plant operator.

TRIAL EXAMINER:
You became plant operator after you were a dustless operator?

THE WITNESS:
That is correct.

TRIAL EXAMINER:
And you are still plant operator?

THE WITNESS:
That's right.

Q (By Mr. Bauer) Do you recall who handed you your ballots?

A I do, that's right.

Q Who handed you your ballot in 1953?

A My foreman, two years in succession, Cline Walsh.

MR. BAUER:
May we have a stipulation that he is a supervisor?

MR. KEENAN:
Who's that?

MR. BAUER:
Cline Walsh.

MR. KEENAN:
Yes.

* * * *

[598] Q (By Mr. Bauer) Going back a minute to Mr. Walsh handing you your ballots in the 1953 and '54 elections, do you recall whether he handed you your ballots?

A He did personally, that's correct.

Q Where?

A On my job. He came to the building I worked in at the time and handed it to me personally.

Q Both times?

A That is right.

Q What did you do with the ballot after you had marked it?

A After I had voted with it, you mean?

Q Yes, sir.

[599] A I placed it in the box for that purpose at the bathhouse — wait — that's right.

* * * *

CROSS-EXAMINATION

Q (By Mr. Keenan) Mr. Champagne, with regard to that 1954 election, I believe Mr. Ed Wilgus was elected chairman, was he not?

A I think he was.

Q As far as you know, that was a fair election, wasn't it? You voted in secret didn't you?

A Yes, sir.

Q Did anybody from the company try to influence your vote?

A I wouldn't say that anyone did, no.

Q Mr. Walsh, did Mr. Cline Walsh try to influence your vote?

A No.

Q Do you normally get mail and other notices handed to you by your foreman?

A How do you mean that question? Would you mind rewording it?

Q If the Company had something to send out to you in the plant, or something comes for you at the plant, who hands it out to you usually?

MR. AMBRISTER:

I object on that. There's no foundation been laid that anything ever comes to this witness in that way.

TRIAL EXAMINER:

It is customary in most plants that they [600] have some kind of distribution.

MR. AMBRISTER:

Personal letters is what he stated.

TRIAL EXAMINER:

He didn't say anything about personal letters.

Did you ever receive any notices of any kind about your work, or about Red Cross Drives, or about anything that is of interest to employees, that somebody gives you a notice about?

THE WITNESS:

Well, we have had some things handed to us at the factory yard.

Q (By Mr. Keenan) Who usually hands them to you?

A The foreman.

* * * *

[612] HERMAN WILLIAM BIERHORST, JR.

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Bauer) Please state your name, sir.

A Herman William Bierhorst, Jr.

Q Where do you live, Mr. Bierhorst?

A Franklin, Louisiana.

Q Where do you work?

A Cabot Carbon, Canal plant.

Q How long have you worked for Cabot Carbon, Canal plant?

A Since October 3rd, 1951.

Q What was your job when you first started?

A I was a laborer in construction.

Q Did you transfer to production at a later time?

[613] A Yes, I did.

Q About when did you transfer to production?

A The end of January, '52.

Q Did you ever hear of an employee committee at the Canal plant?

A Yes, I did.

Q When did you first hear of this committee?

A About the same time as I went into production department.

Q Do you recall how you heard of it?

A Beg your pardon?

Q Do you recall how you heard of it?

A There was a notice on the bulletin board, I believe, to the best of my recollection, stating that there would be an election for committeemen.

Q Where was the bulletin board located?

A In the bathhouse.

Q Do you recall who had signed that notice?

A Not exactly, but it was either Mr. Ayres or Mr. Paulsen, because they usually, one of the two, signed things similar to that.

Q Do you specifically recall, or do you not?

A What was the question?

Q Do you specifically recall, or do you not?

A No, not specifically.

Q Were you handed an employee handbook when you joined Cabot [614] Carbon Company?

A When I joined the production department.

Q All right, sir. What is your answer?

A When I joined the production department, I was given one.

Q I ask you to take a look at General Counsel's Exhibit 4-A which is sitting in front of you and tell me whether that is the handbook which you were given?

A Yes, sir.

Q Going back to the notice posted on the bulletin board, do you recall any of the details mentioned in that notice?

A Well, it stated that there would be an election for plant committeemen and the routine that would be followed, such as, there would be a first nomination; and the next six highest men of the nominees would be placed on a second ballot and they would be voted on, and you were to mark them in the order of your choice.

Q Did you vote in the election of '52?

A Yes.

Q Did you vote both in the primary and the final election?

A Yes.

Q Who handed you your ballot in the primary election?

A Shift foreman I was working for at the time. At that time, we worked for two shift foremen. We had a split shift, and I worked part of the time with Cline Walsh and part of the time with Tip Cossey, and it was one of those two that [615] handed it to me, I couldn't specifically say which one.

Q Did you vote in the final election in 1952?

A Yes, sir.

Q Who handed you your ballot in that final election?
A One of those two, Cline Walsh or Tip Cossey.
Q Did you vote in the 1953 election?
A Yes, I did.
Q Who handed you the ballot in the 1953 primary?
A Either one of those same two.
Q In the 1953 final election?
A It was either one of those same two, to the best of my recollection.
Q Do you vote in the 1954?
A Yes.
Q Who handed you your ballot in 1954.
A Cline Walsh.
Q Did you vote in 1955?
A Yes.
Q Who handed you your ballot in 1955?
A One of the plant committeemen.

* * * *

[651] FERDINAND JOHN PETITFILS

a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Bauer) Mr. Petitfils, will you please state your name and then spell it?
A Full name?
Q Yes, sir.
A Ferdinand John Petitfils.
Q Would you spell your last name?
A P-e-t-i-t-f-i-l-s.

Q Where do you live, Mr. Petitfils?
A Baldwin, Louisiana.
Q Are you employed?
A Yes, sir.
Q Where are you employed?
A Cabot.
Q At what plant?
A Canal plant.
Q Do you work at the Canal plant in Franklin?
A That's right.
Q What is your job today?
[652] A I am the stock room clerk.
Q And who is your supervisor?
A Joe Johnson.
Q How long have you worked for Cabot Carbon Company?
A You mean the production end itself?
Q Well, explain both aspects.
A I went to work for construction at Cabot Engineering on April 3rd, 1951.
Q And when did you transfer to production?
A It was in February of '52.
Q Are you familiar with the employee committee which existed at the Canal plant?
A Yes, I am.
Q Were you ever an official of that committee?
A Yes, sir.
Q Would you please tell us the positions you held and the dates?
A The first year, I think was 1954, I was second committeeman. In 1955, I was first committeeman, and in 1956, I was third alternate.

TRIAL EXAMINER:

What do those terms mean, first committeeman, second committeeman, and alternate? How many members did they have?

THE WITNESS:

Well, there was actually, I mean there was they had the nominations and all.

[653] TRIAL EXAMINER:

I mean the actually elected committee, what did it consist of?

THE WITNESS:

Actually, the committee itself was three men, and then we had three alternates. Your top committeeman was whoever came out tops in the election and he was called the committee chairman, the plant committee chairman, and the second man was the first committeeman, and the third man on the list was the second committeeman and then you went to the first, second and third alternates.

TRIAL EXAMINER:

They were called that by reason of having secured the highest vote, as chairman, the next highest as first committeeman, and then the next highest vote as second committeeman, and so forth?

THE WITNESS:

You might say that was the way they run the election; first, second and third.

TRIAL EXAMINER:

Was there any difference in the duties of the committeemen?

THE WITNESS:

No, each committeeman in himself had the right to call a meeting, if necessary, I mean if they wanted a special meeting called or anything like that, but other than that it was just, you might say, the honor of being placed number one, number two, and so on.

TRIAL EXAMINER:

They all had equal rights?

THE WITNESS:

They all had equal rights.

Q (By Mr. Bauer). Are you still active as a third alternate?

[654] A No.

TRIAL EXAMINER:

Another question; did the alternates serve all the time or did they serve just when the committeemen were away or something?

THE WITNESS:

That's right, they served only when the committeemen were away. In other words, if a meeting was called and one of the committeemen happened to be on vacation or something like that, why, then, the first alternate was called in to take his place.

TRIAL EXAMINER:

Did they ever attend meetings except on occasions of that kind?

THE WITNESS:

Not that I remember.

Q (By Mr. Bauer) Are you still a third alternate for 1956?

A No, the way I understand it, I am not. I think the committee had been dissolved or disbanded.

Q Did anyone inform you of that?

A Yes, sir, I think it was posted on the bulletin board.

Q Posted on the bulletin board?

A I think it was.

Q Do you recall who signed the notice that was posted on the bulletin board?

A No.

Q While you were committeeman, did you ever keep the minutes of the committee?

A Yes, I did.

[655] Q When did you keep those?

A Part of 1954 and 1955.

Q Will you in some detail explain the procedure in keeping the minutes?

A When I first started out as recorder, I used to take short notes during the meeting and after that, after I went into the conference room, from my short notes I would write them up in longhand form for them to be typed up; and then it was some time I think in 1955 that I started taking longhand notes, I mean, during the meeting itself.

In other words, I stopped taking the short notes and started taking longhand notes, and after the meetings, I

either gave them to Cotton Smith or one of the office girls for them to be typed up in the long form and after they were typed, Cotton or whoever in the office had typed them up, would call me in and I would compare the copy of the typewritten copy with my original longhand notes.

Then, if they were all right and if I agreed with them and everything matched, why, then I signed what we used to call the master copy. Then they would run the copies off on a duplicating machine and before they were posted on the bulletin boards, why, then they called me in a second time and I went over them again and compared them with my notes to be sure that nothing was changed, and then I gave them my O.K. to put them on the bulletin boards.

[656] Q Who would call you into the office?

A Usually Cotton, he's the office manager, Cotton Smith.

Q That is his title, office manager?

A That's right.

MR. BAUER:

May we get a stip that Cotton Smith is office manager?

MR. KEENAN:

We agree that Cotton Smith is the office manager, if we haven't already.

MR. BAUER:

I think we have stipulated that already, but in case we haven't, we have it now.

Q (By Mr. Bauer) Can you explain what you mean by short notes and longhand notes?

A By short notes, I meant that I would listen to the discussions at the meeting and just condense them down.

In other words, I would put down the major topics that were discussed and have to remember them, you know, to the best of my knowledge, and then after the meeting I would convert them over into longhand form.

Q What did you do when you took so-called longhand notes?

A I kept them as best I could word for word, as they were spoken.

Q Is what was in the minutes accurate?

A Accurate? Yes, sir, if I signed them they were.

Q Are the minutes complete?

A Were the minutes complete?

[657] Q Yes, sir.

A Yes, except for maybe a little off-the-record discussion which was always usually agreed to by both parties, I mean Management and the employee committee.

Q Can you tell or recall how much off-the-record discussion there was?

A Well, not too much, I mean some maybe had to do with sales and stuff like that, carbon black, of the Company. Of course, they didn't want that stuff published on the bulletin boards. I don't remember exactly what was brought up off-the-record, but we did quite a bit, but I mean it was always agreed to.

Q Try to recall whether any other topics were discussed during off-the-record discussions?

A We had, before one meeting, we had an off-the-record discussion. I don't remember the exact date of it.

Q I am not talking about general topics which would normally be discussed as a committee. Can you recall if any other topics were discussed, or not, in off-the-record discussions? In other words, were any grievances —

MR. KEENAN:

Objection as leading, suggesting the answer.

Q (By Mr. Bauer) Can you recall some of the topics, Mr. Petitfils?

A Well, there was a case one time about a request for a copy of the longhand minutes of the meeting and that was one [658] particular topic that I remember.

Q I will come back to that in a minute. Do you recall any other topics?

A No, not offhand.

Q But were there other topics discussed?

A Well, there were, but I just don't remember them. It might be refreshed in my memory if it was brought up but I don't remember any.

Q What did you do with the copies of the minutes after they were dittoed or mimeographed or whatever process was used?

A Copy of my minutes?

Q Maybe I have skipped something here. You testified that after the minutes were duplicated, you again checked them, is that correct?

A That's right.

Q What did you do with them after they checked?

MR. KEENAN:

Mr. Examiner, I wonder what the relevance of this is?

TRIAL EXAMINER:

Do you mean what he did with his notes?

MR. BAUER:

No, with the minutes themselves.

Q (By Mr. Bauer) Were they posted?

A They were posted on bulletin boards.

Q What bulletin boards?

A Well, we had quite a few of them. We have got one in the office. We have got two of them in the bathhouses, one in each [659] wing. We have a bulletin board in the oil unit, in the gas unit service building, and then we have got one in the maintenance shop, one in the boiler room and one in the warehouse.

TRIAL EXAMINER:

The minutes that were posted and published, was that always after conference with you that they were correct to your satisfaction?

THE WITNESS:

They never post them unless I, as long as I was keeping the minutes whenever they were posted, I always gave them my O.K. on them.

* * * *

[660] Q (By Mr. Bauer) You testified a little bit earlier that there was one incident about copies of the minutes which you had in mind?

A Yes, there was.

Q Will you please tell us what you know about this?

A Well, it was before the regular meeting and Ed Wilgus had asked for a carbon copy of the minutes, or rather of my longhand minutes, and Hank, Mr. Ayres, asked him why he wanted them and he said he wanted them for his records. So Hank said that he would have to refuse that request because of certain reasons.

TRIAL EXAMINER:

What reasons?

THE WITNESS:

I think it had mostly to do with the meeting before, at the previous meeting we had had. There had been some name calling and I imagine a lot of feelings were hurt over it and he — I think it was more or less, he even said that he thought grievances could be handled and settled to the satisfaction of both parties without the mentioning of names.

Q (By Mr. Bauer) Do you recall what meeting that was?

A I think it might have been that May 9th meeting, I am not sure.

Q Was that the meeting — do you recall what happened at that [661] meeting, and other matters, do you recall what was discussed at that meeting?

A I probably would, it's just slipped my mind right now. If I maybe see the minutes, I could probably imagine —

Q I would like to show you a copy of the minutes but we are temporarily without any of the copies.

A I think that was a special meeting. I probably would remember it if it was just —

MR. BAUER:

May I have permission to lead him on this to identify the precise time of this instance?

TRIAL EXAMINER:

He has already said that he thought it was the May 9th meeting. Do you agree with that?

MR. BAUER:
Yes, sir.

MR. KEENAN:
I'll even agree with it.

TRIAL EXAMINER:
Everyone agrees it was the May 9th meeting. The special meeting that was called?

THE WITNESS:
It was a special meeting, I remember that.

Q (By Mr. Bauer) You just quoted Mr. Ayres as saying something. Now, was anyone else present when Mr. Ayres made this statement you quoted him as saying?

A Yes, there were others present that were going to attend the meeting. I don't know just exactly who was there. I do remember that Segura was there. He was the other committeeman, and there were some of the other supervisors in there but just as to who they were, I don't know if everybody was there yet [662] or not.

Q Will you try to recall as best you can the words used by Mr. Ayres?

A Well, when Ed asked for the carbon copy of my longhand minutes, Hank, like I said, asked him why did he want them and Ed answered that he wanted them for his records.

TRIAL EXAMINER:
Let me get something straight in my mind about it. You say he asked for a carbon copy of your longhand minutes; was that prior to the meeting?

THE WITNESS:

Yes, sir, it was prior to the meeting.

TRIAL EXAMINER:

In other words, he was asking in advance that he receive a copy of the minutes just as you wrote them down?

THE WITNESS:

That's right, sir.

Did he want you to make a carbon copy as you went along?

THE WITNESS:

He requested of the plant superintendent that he be given a copy of the longhand minutes, a carbon copy of my minutes, as I wrote them during the meeting.

TRIAL EXAMINER:

What was the customary disposition of your longhand minutes after they were written up in publication form? What was usually done with your longhand minutes?

THE WITNESS:

Well, we read them over. There was a little disagreement, with some of my minutes, that was the main reason of my going into writing them in longhand form. And, after [663] that, we used to get together at the meeting and I would read my minutes aloud and they had to be agreed upon by both parties before I would give them a copy.

TRIAL EXAMINER:

What I'm asking you is, after you had agreed to put them

in a form for publication, what would you then do with the actual minutes that you made at the meeting?

THE WITNESS:

Those minutes were kept in the records by Cotton Smith. He told me that then, and I didn't know, I mean, it really didn't make any difference to me.

TRIAL EXAMINER:

You left them with him at the office?

THE WITNESS:

I left them with him and he kept them in the records, but I didn't know that, it was something new to me. I thought he just discarded them after I signed the copy, but he told me, I think it was after this meeting, after the special meeting.

MR. KEENAN:

I haven't objected, Mr. Examiner, but I will object to hearsay but let it be noted that that testimony is hearsay.

MR. BAUER:

That is not hearsay, Mr. Examiner.

TRIAL EXAMINER:

Anyway, he says he left them with Cotton Smith. What Mr. Smith did with them, that's the question. You don't know exactly what he did with them?

THE WITNESS:

No, I understand he kept them on record.

Q (By Mr. Bauer) Did he tell you so?

A He told me that he kept them. He told me that he was [664] keeping them on file.

Q I think we had gotten as far as stating what Mr. Wilgus had asked. Now, will you continue with that conversation?

A After Ed said he wanted them for his records, that carbon copy, well, Hank said it was a bit unusual and he said that he would have to refuse that request, but he said that after the meeting was over and the minutes were read aloud, and if they were agreed upon by both Management and the plant committee as being the true minutes of the meeting, then Hank said he would give me the time off from my job to sit down in the office and make Ed another carbon copy, or rather another original just as mine were written, word for word, and Ed said, "well, all right," so they agreed with that.

TRIAL EXAMINER:

You said that you always went over the minutes before they were published. Were they submitted also to the other members of the committee before they were published?

THE WITNESS:

Well, they were after a certain time. I mean, it was just like I said before, there was an argument one time over the minutes.

TRIAL EXAMINER:

After they were published?

THE WITNESS:

Well, yes, after they were published, and somebody claimed that I had left something out that he wanted mentioned,

and so that's when I started writing them down in longhand form and after that, when I started writing them in longhand form, after the meeting I would read them out loud to [665] both Management and —

TRIAL EXAMINER:
— the entire committee?

THE WITNESS:
The entire committee, and if there was any changes to be made, it was made while the meeting was still in session and agreed to by both parties.

* * * *

[667] Q Going back again, now, to the meeting of May 9th and the conversations of Mr. Wilgus and Mr. Ayres. State if Mr. Ayres said anything else.

A Well, I mean, after he said, he told Ed it was a bit unusual, he told Ed that after the meeting, if he wanted, I could sit down and if it was agreeable with Ed, I could sit down then and he would give me the right to stay off my job long enough to write Ed a copy of the minutes. And Ed said, "well, all right," and Hank at that time said, Mr. Ayres said that he wanted to reserve the right to censor the minutes of that meeting.

* * * *

[670] Q (By Mr. Bauer) All right, now, do you recall any grievances which were handled by that committee?

A Any grievances?

Q Yes.

A I recall a few of them, but not all of them, because there were things that happened two or three years back. I don't remember all of them, there were so many of them.

Q Do you recall a grievance connected with plant seniority as against company-wide seniority?

A Yes, I don't know if you would call that a grievance. I mean, it was brought up and discussed.

Q Was any action taken as a result thereof?

A I don't understand your question.

MR. KEENAN:

Objection to the question as calling for a conclusion upon the part of the witness. The question may be asked as to what happened but that question calls for a [671] conclusion.

Q (By Mr. Bauer) What happened after the subject matter was discussed?

A Well, we asked at one of these meetings if there was a chance that maybe we could get plant seniority in preference to company seniority.

TRIAL EXAMINER:

What he asked you was, what happened after that discussion? Was anything done about it?

THE WITNESS:

No, not right off, they said that it was out of their hands. They said that if anything would be done, it would have to be done by the Company themselves and not them. I mean, at this particular plant. They said they didn't have anything to do with it.

Q (By Mr. Bauer) Was anything done at a later time?

A After we asked for plant seniority, they said they would ask, inquire, and see what the Company thought about it. The Company, at a later date, gave us, you might say, the chance to either accept it or reject it. So, we decided to put it up to a vote of the men. We didn't want to accept it for the plant ourselves, so we went ahead and called for an election or rather a voting on it. We wanted to let the men themselves decide what they wanted.

* * * *

[673] Q (By Mr. Bauer) Calling your attention to about November 14, 1956, do you recall whether or not on that day you received a telegram from the Board?

A Labor Board?

Q Yes, sir.

A Yes, I did.

Q I am going to show you a copy of General Counsel's Exhibit 3 for identification which was previously identified in this hearing.

MR. KEENAN:

May I see it again?

Q (By Mr. Bauer) I ask you whether this is a copy of the telegram that you received? Take your time and read it.

A This seems to be it to me.

Q Do you recall what happened, if anything, after receipt of this telegram?

A Well, we had some duplicated copies of that made up.

There might have been carbon copies posted on the board to [674] let everybody in the yard to see that we had received this telegram, and that's as much as we done about it. There was no answer to it or anything.

Q Do you recall who made the copies?

A No, I don't remember. I think I asked for them made. I asked somebody in the office to make them, and they just made them up and gave them back to me. I don't remember exactly who.

Q Do you know who posted the copies?

* * * *

[675] MR. BAUER:

I again offer General Counsel's Exhibit No. 3 into evidence.

MR. KEENAN:

I withdraw my objection.

TRIAL EXAMINER:

All right, let it be received.

* * * *

CROSS-EXAMINATION

* * * *

[676] Q You mentioned that Mr. Ayres said something about wanting to censor the minutes. Do you recall whether he actually used the word "censor?"

A Yes, he did.

* * * *

[724] LIONEL FONTENOT

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows;

DIRECT EXAMINATION

Q (By Mr. Ambrister) Will you please give your full name?

A Lionel Fontenot.

Q Where do you work?

A In the warehouse at Cabot Carbon Company, Ville Platte warehouse.

Q How long have you been working for the Cabot Company in the [725] Ville Platte warehouse?

A A little over 10 years.

Q Approximately when did you begin employment with the Company there?

A It was in February, 1946.

TRIAL EXAMINER:

That was in another plant?

THE WITNESS:

That was Ville Platte.

TRIAL EXAMINER:

You still working at Ville Platte plant?

THE WITNESS:

Yes.

Q (By Mr. Ambrister) What are your duties there now?

A Warehouseman.

Q Tell us what you know about the employee committee at the Ville Platte plant and, in particular, when you had your first knowledge that that committee was in existence there at that plant?

A Well, it was when I started working over there —

MR. HILLYER:

A little bit louder, Mr. Fontenot, we can't hear you.

THE WITNESS:

It was in operation when I started working out there.

TRIAL EXAMINER:

Did you see one of those employee handbooks?

THE WITNESS:

I don't recall whether I seen one or not, sir, when I started working.

Q (By Mr. Ambrister) I'll show you.

[726] A Yes.

TRIAL EXAMINER:

You say you did receive one of those?

THE WITNESS:

Yes, I did, I believe I did receive one of those.

Q (By Mr. Ambrister) Talking about General Counsel's Exhibit 4-A entitled "You and Your Job With Cabot"?

A I received it.

Q Do you remember voting in an election soon after you began employment there at the Ville Platte plant?

A Yes, I voted.

Q What election was that?

A Well, I don't recall, but I would say maybe the year after, something like that, I believe.

Q A year after would be —?

A I don't really recall but I would say maybe a year after.

Q What yould the year after be, for clarification?

A It would be '47.

Q 1947?

TRIAL EXAMINER:

You started work in 1946?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

And you voted in this election in '47?

THE WITNESS:

Yes, I'm sure I voted in '47.

MR. KEENAN:

Are you going that far back?

TRIAL EXAMINER:

Just the background on these committees, go ahead.

[727] Q (By Mr. Ambrister) For clarification, you are referring to what type of an election? Plant committee election, is that correct?

A Well, we'd been having a nomination first, and then a few days after, we had a regular committee election.

Q At the Ville Platte plant did you call these committees plant committees or employee committees, Mr. Fontenot?

A We usually called them plant committees.

Q Plant committees?

A Yes, that's what I've called them.

Q Who handed you your ballot in the nomination election in 1947?

A Well, it's been our warehouse foreman that handed us the ballots.

Q Your foreman, you say?

A Yes.

Q And what happened to the ballot after you received it?

A Well, we would give it back to him and he would bring them to the office.

Q Did you do that immediately, or did a period elapse before you handed the ballot back to the foreman?

A Well —

Q As far as you can remember.

[728] A I believe it was right after. You vote right then and give them to him immediately.

Q Did you or did you not vote in the presence of the foreman?

A No, not in the presence.

TRIAL EXAMINER:

Didn't you have a ballot box to drop them in?

THE WITNESS:

Not for the nominations, no, sir.

TRIAL EXAMINER:

Did you seal it up in an envelope?

THE WITNESS:

You give them back to him and he would put them in an envelope and take them to the office.

TRIAL EXAMINER:

Would you seal the ballot up in the envelope and give it back to him, or could he see how you voted?

THE WITNESS:

I guess he could have seen it.

Q (By Mr. Ambrister) Tell us about the practice of voting in the regular election.

A Well, we'd vote in the old office and we had a box and we'd vote and drop the ballot in the box.

TRIAL EXAMINER:

Did that continue, the same thing continue right on down, right from that time right up to the present?

THE WITNESS:

Yes, sir, I believe so.

* * * *

[730] Q Mr. Fontenot, is there a union in the Ville Platte plant?

A Yes, sir, there is.

Q What union represents the employees in the Ville Platte plant? What is the name of the union?

A The local A.F. of L., a local union, I've forgotten the name.

Q Local 273?

A 273.

TRIAL EXAMINER:

Of what union?

THE WITNESS:

The Chemical Workers.

Q (By Mr. Ambrister) And when did the Union come into the plant?

A In '46.

Q And have, or have not, the Union committees and the plant committees functioned side by side since that time, to the best of your knowledge?

A Well, yes.

Q Did you have the plant committees retained after 1946?

A Yes, we been having one.

TRIAL EXAMINER:

Right up to now?

THE WITNESS:

Up to now.

[731] TRIAL EXAMINER:

Do you still have?

THE WITNESS:

No, I don't believe we have one any more.

Q (By Mr. Ambrister) You were elected to the plant committee in what year?

A '54, I believe, sir.

Q And what other year?

A '55.

Q And did you not, I ask you if you did not hold the election in 1956 for the plant committee?

A No, we did not hold it, hold an election in '56.

Q Why did you not hold an election in 1956?

A Well, I don't know.

Q Was, or was not, the plant committee disestablished or discontinued at the end of 1955? Do you know?

A I don't know. I don't know.

TRIAL EXAMINER:

Have you elected a committee since?

THE WITNESS:

No, we haven't.

TRIAL EXAMINER:

You haven't elected one since?

THE WITNESS:

No. I never was informed if it was discontinued.

Q (By Mr. Ambrister) I didn't catch that. What did you say?

A I never was informed that the plant committee was discontinued.

Q How many meetings did you attend of the plant committee, [732] approximately, in 1954?

A I would say two or three.

Q And how many plant committee meetings did you attend as committeeman in 1955?

A One or two.

Q Tell us, as well as you can, what happened in the meetings in 1954? Do you recall anything that occurred in the meetings?

A Nothing special, except that we met, probably, for safety, and about who was going to go to Pampa, I believe, maybe.

Q Sir?

A Who was going to go to that meeting in Pampa, we discussed that, and that's all I remember.

Q Was anything said at one of those meetings about a supper?

A Yes, we discussed about a supper.

Q Tell us about that.

A We had a safety supper and we had some stuff left over so we decided we would give a supper and we met with Management. We needed a little more money so we got out the Coke fund for our supper. That was one of our meetings.

Q Who attended the Pampa meeting as plant committeeman for Ville Platte in 1954?

A I did.

Q What arrangements, if any, were made for your transportation and hotel expenses?

MR. KEENAN:
We'll stipulate on that.

* * * *

[734] Q (By Mr. Ambrister) Yes, what were the duties of the plant committeemen?

A Well, I'm not too familiar with the by-laws of the plant committee, but I thought it was to represent anybody that would need a committee.

Q In what way would you represent them?

A In any way, I guess, grievance proceedings, and cases like that.

Q Do you remember Mr. Stinson, at the Pampa meeting which you attended, saying anything about the grievance procedures being handled by the plant committee?

A Not that I recall, sir.

Q Does the plant committee represent all employees at the Ville Platte plant, both production and office clerical workers?

A Well, we got a Union committee and a plant committee. I felt that I would represent more the non-union members for grievances and stuff like that.

TRIAL EXAMINER:
Who elected you?

[735] THE WITNESS:
Well, the employees.

TRIAL EXAMINER:
All of them, Union and non-union?

THE WITNESS:

Yes, sir.

Q (By Mr. Ambrister) Sir, for clarification of your previous answer, you say that you felt like you were representing the non-union members. In what capacity, as a plant committeeman, was that —

MR. HILLYER:

Objection, to the leading.

A Yes. The Union members could always go to the Union committee. I don't know, I just felt like that.

Q (By Mr. Ambrister) You felt like what?

A Of course, if any employee would come up to me with a problem I would take care of it. I felt I was entitled to take care of it.

TRIAL EXAMINER:

You would represent whoever wanted you to represent them, is that it?

THE WITNESS:

Yes, sir.

Q (By Mr. Ambrister) Do you remember any occasion where such a problem like that arose for a non-union member?

A Not while I was on the committee.

Q Do you remember it at any time you were working in the plant?

A Yes, I believe, there was a case.

Q Tell us about that occasion, as far as you remember.

TRIAL EXAMINER:

What year was that?

[736] THE WITNESS:

I don't recall. It was, I would say, maybe six years ago, something like that, but I don't recall what year it was, but it was for a company clerk, one who wanted me to take up a grievance.

TRIAL EXAMINER:

Company clerk?

THE WITNESS:

Filed a grievance for a company clerk who didn't belong to the Union.

TRIAL EXAMINER:

He didn't belong to the Union?

THE WITNESS:

No, he wasn't covered by that.

Q (By Mr. Ambrister) At the Pampa meeting which you attended, was anything said about the differentiation between the Union and non-union plants as far as the functioning of the plant committee?

A Not that I recall.

TRIAL EXAMINER:

Has any Union member been elected on the employee's plant committee since the Union came in?

THE WITNESS:

Yes, sir.

Q (By Mr. Ambrister) Were minutes of the plant committee meetings kept? Were minutes kept?

A Yes.

Q Who kept those minutes?

A I believe it was Mr. Reno's secretary.

Q Sir?

A Mr. Reno's secretary over there at the meeting.

Q I'm talking, sir, for clarification about Ville Platte, [737] your local minutes.

A They were given to me, they were sent to Ville Platte, and they give them to me, and I posted them on the board so the whole employees could see them and read them.

* * * *

[738A] CROSS-EXAMINATION

Q (By Mr. Hillyer) Mr. Fontenot, as I understood your testimony on direct examination, I believe you stated that a plant committee at the Ville Platte plant was already in operation, when you were employed, was that correct?

A Yes, to the best of my knowledge.

Q And was the Union in existence at the time you were employed also?

A No, sir.

Q It came in the same year that you were employed?

A Yes, sir, I believe so.

TRIAL EXAMINER:

What year was that?

THE WITNESS:

That was '46.

Q (By Mr. Hillyer) And the plant committee, and the Union committee operated in the same plant for a number of years, did they not?

A Yes, sir.

[739] Q Side by side?

A Yes, sir.

Q I believe you mentioned something about a booklet entitled "You And Your Job With Cabot" which has been identified as General Counsel's Exhibit No. 4-A. Did I understand you correctly to say that this booklet, or the same type of booklet, was given to you at Ville Platte?

A Yes, sir. I had one like that before.

Q But that was a good long while after you were employed, was it not?

A I'm sorry I don't recall when I got it, sir.

Q You testified that you and a company clerk conducted an election for the plant committee, did you not?

A Yes, sir.

Q What was the name of that company clerk?

A Garvis Roberie.

* * * *

[740] Q (By Mr. Hillyer) Were you on the Union committee at the same time you were on the plant committee?

A It's a trustee; it's not Union committee, sir.

Q I see. Were you a trustee for the Union at the same time you were on the plant committee?

A Yes, sir.

* * * *

[741] TRIAL EXAMINER:

Does the Union also handle grievances for the employees?

THE WITNESS:

Yes, sir, the Union does, yes.

TRIAL EXAMINER:

Were you a member of the Union when you were elected to the other committee?

THE WITNESS:

Yes, sir.

* * * *

[742] REDIRECT EXAMINATION

* * * *

[744] TRIAL EXAMINER:

Well, you said you were a member of the Union, and you were also elected to this employee committee. At that time, if you had a grievance, how would you know who would handle it, the employee committee or the Union committee?

THE WITNESS:

It was always left up to the Union committee. Whenever it was a Union member, he would always go to the Union committee, and if one of them came to me, I would send him to the Union committee.

Q (By Mr. Ambrister) What would happen if it was a non-union member?

MR. KEENAN:

Objection as hypothical. No showing that he ever had any grievance from a non-union member.

MR. AMBRISTER:

I beg your pardon, he just mentioned that there was such a grievance.

MR. HILLYER:

He also said that he never handled it.

Q (By Mr. Ambrister) To your knowledge what would happen if a non-union member had a grievance?

MR. KEENAN:

Objection. You could very easily ask the man if it ever happened that a non-union man ever approached him with a grievance.

TRIAL EXAMINER:

You say, that if a Union man came to you with a grievance you would send him to the Union committee. [745] What would you do under the same circumstances if a non-union man came to you?

THE WITNESS:

Well, I guess, I would probably take it to Management.

Q (By Mr. Ambrister) I didn't get that. You said you would do what?

A I said I guess I would go to grievances with Management and see what his problem was.

Q In what capacity, as a Union representative, or as a plant committeeman?

A As a plant committeeman.

* * * *

RECROSS-EXAMINATION

Q (By Mr. Hillyer) I think you may be a little bit confused in your testimony as between a Union man and a man covered by the bargaining unit. Isn't it true that the Union at the Ville Platte plant represents all of the employees within a bargaining unit whether they are Union members or not?

A Yes, sir.

Q So when you spoke of Union men, you were talking about men within the bargaining unit being represented by the Union, were you not?

A Well, yes, sir.

Q As a matter of fact, just about everybody in the bargaining [746] unit is a member of the Union, aren't they, at Ville Platte?

A Yes, sir.

Q You estimated that there were some 175 men in the bargaining unit at Ville Platte, did you not?

A Yes, sir, more or less.

Q Now, you say that there are about 200 employees altogether, is that correct?

A About that, sir.

Q Now, that leaves 25. Did those 25 that you mentioned consist of supervisors?

A Well, no, I wasn't thinking about supervisors.

Q Who were you thinking about?

A The company clerks and the laboratorymen; they are not covered by the Union. That's probably what I was thinking of. There might not be 25.

Q That was just a guess on your part?

A Yes, sir, that was just a guess.

* * * *

ROGER K. LAFLEUR

a witness called by and on behalf of the General Counsel, [747] being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Bauer) Please state your name, Mr. LaFleur.

A Roger K. LaFleur.

Q Where do you live, Mr. LaFleur?

A Ville Platte, Louisiana.

Q What do you do now, sir?

A I'm with the automotive parts business.

Q Have you ever worked for the Cabot Carbon Company?

A Yes, sir.

Q At what plant?

A The Ville Platte plant.

Q How long did you work there?

A 9 years and 9 months.

Q When did you start?

A When did I stop?

Q Start, begin.

A I started March, 1946.

[748] Q When did you leave the company?

A Around December of 1955.

Q While you were at the Ville Platte plant, did you ever hear of a plant committee?

A Yes, I have.

Q Did you ever participate in any of its elections?

A Sir?

Q Did you ever take part, ever vote in any of the elections for committeemen?

A Yes, sir, I have.

Q Do you recall who handed you your ballot in the voting?

A In one year I recall one of our foreman in my working department handed me the ballot.

Q Do you recall what year?

A It must have been in '53 or '54.

Q Whom did you give the ballot to after you had marked it?

A If I recall rightly, I put it in the ballot box.

Q You mentioned a foreman handing you your ballot, I believe, do you recall his name?

A Eallas Ortego.

Q Can you spell it for the reporter, please?

A E-a-l-l-a-s O-r-t-e-g-o.

TRIAL EXAMINER:

What is he foreman of? You say he was a foreman?

THE WITNESS:

Yes, sir.

[749] TRIAL EXAMINER:

What was he foreman over?

THE WITNESS:

Over the warehouse group.

* * * *

Q Were you ever elected an official of the plant committee?

A I was, in the year of 1947.

Q And what was the position you were elected to?

A As a plant committee.

Q Were you a committeeman?

A Yes, sir.

Q Do you recall how often you met?

A I would say, we probably met 4 or 5 times during the year that I served.

Q Now, were you at a later time elected an official of the local union?

A Yes, sir.

Q And what position were you elected to there?

A President of the local union.

* * * *

[751] Q Did you ever have a discussion—strike that. Do you know who R. D. Gibson is?

A Yes, sir.

Q Who is he?

A He is plant superintendent at the Ville Platte plant right now.

Q Did you ever have a discussion with him in which the pay of employees not attending the banquet was discussed?

A Yes, sir. I remember one banquet, 3 or 4 years past, that the employees that were working evening tower in the evening of the banquet was given time and a half pay for not being able to attend that banquet.

Q How was it determined? Who determined that they would get time and a half?

A The news that I was told was that the Company officials talked to the plant committee at that time.

MR. HILLYER:

I object to that. I object to that. It is hearsay.

Q (By Mr. Bauer) Who told you, Mr. LaFleur?

MR. HILLYER:

Still hearsay.

TRIAL EXAMINER:

Who did you get your information from?

[752] THE WITNESS:

It came through the employees and then the discussion was brought up with the Union committee with plant Management.

Q (By Mr. Bauer) Did anybody in plant Management tell you this?

TRIAL EXAMINER:

Were you at the plant committee meeting with plant Management to discuss it?

THE WITNESS:

When that was discussed? No, sir.

Q (By Mr. Bauer) Was it discussed at a Union meeting?

A It was discussed at a Union meeting at a later date, after the banquet.

Q Who attended that Union meeting?

A Plant Management was in there and the rest of the

Union committee. There was at least two others beside myself.

TRIAL EXAMINER:

By Union meeting you mean a meeting of the Union committee with Management?

THE WITNESS:

Union committee with Management.

TRIAL EXAMINER:

You're not talking about a regular Union meeting with all members of the Union at the Union Hall or something like that?

THE WITNESS:

That's right, no, sir.

Q (By Mr. Bauer) You were president of the Union at that time?

A Yes, sir.

Q Do you recall who represented Management at that meeting?

[753] A I do remember Mr. Gibson was present at the meeting when that discussion took place.

Q Do you recall what Mr. Gibson said in connection with this subject?

A Well, the committee and I brought it to his attention that the Union committee had been by-passed in reaching an agreement to pay some of the employees time and a half. And to the best of my knowledge, what I remember was, he answered back that he thought about us when it was over with, and from then on, he realized that he had done wrong by discussing such a matter with the plant committee, and

from then on he was going to take these matters up only with the Union committee.

Q You think that was approximately 1952 or thereabouts?

A '52 or '53.

Q Going back to 1947, when you were chairman of the plant committee, do you recall whether any grievances were presented to the committee?

A Well, I don't know as you'd put it as a grievance or a gripe, I know we did have several gripes to discuss.

Q Tell us about them, please.

A Well, in one instance, we had a promotion of a tow motor driver, a seniority was deviated, and I called it to the attention of the warehouse supervisor and nothing was done about it. We just discussed it and the job went just like he had made the [754] first decision.

Q Before you went to the warehouse supervisor, was the matter brought to your attention?

A The matter was discussed among the two boys involved in it.

Q Did you discuss it with them?

A I discussed it with them.

TRIAL EXAMINER:

Were these men members of the Union, or belong to the unit that the Union represented?

THE WITNESS:

I could not say for positive they were.

Q Do you know Mr. Isham Brown?

A Yes, sir.

Q And who is he, or was he?

A Would you repeat your question?

Q Do you know Mr. Isham Brown?

A Yes, sir, I do.

Q Who was he?

A At the time I knew him he was plant superintendent in the Ville Platte plant, of Cabot Carbon.

Q Did you ever have a discussion with him in 1947 about the functions of committeemen?

A Yes, sir.

Q State what was said.

A The discussion that we talked about was the way some of the employees in our department was being treated in pay..

[755] TRIAL EXAMINER:

What year was that, that you had this conversation with the plant manager?

THE WITNESS:

Directing the question he just made?

TRIAL EXAMINER:

Yes. What year was that?

THE WITNESS:

That was in '47.

Q (By Mr. Bauer) Was that at a committee meeting, as far as you can recall?

A Yes, sir.

Q What employees were you talking about?

A Some of the employees in our department.

Q Warehouse department?
A Warehouse department.

* * * *

Q Back in 1947, were you present in any discussion with Mr. Brown in which the functions of the committeemen were discussed, the duties, what they were supposed to do?

A Well, when I was elected committeeman I do remember some [756] of the things that we were told that we could take up, such as working conditions; and if any employee was dissatisfied, if he had gripes, we would be glad to know about it so we could straighten him out. And we discussed eafety problems. We voted on safety suggestions of some of the employees —

Q (By Mr. Bauer) Going back —

MR. HILLYER:
Let him finish, please.

THE WITNESS:
We voted in these meetings on safety suggestions that some of the employees had turned in to the Company, to have more of a safe place to work in.

Q (By Mr. Bauer) Again going back to my question, did Mr. Gibson — excuse me, Mr. Brown, discuss with you in that year the duties of the committeemen?

A Well, I imagine, I'll put it this way, that some of the things we discussed was if some of the employees was dissatisfied. I mean these people would be letting us know that they would be dissatisfied and we would turn it over to the plant Management.

Q Who told you that this would be the procedure?

A That came through the office. I assume it was between the plant superintendent and his assistants.

TRIAL EXAMINER:

Was this after the Union came in?

THE WITNESS:

The Union had just went in, maybe six months or a year before that, about six months.

* * * * *

[762] Q (By Mr. Bauer) All right, sir. Do you recall whether or not any other grievance was handled in 1947? By grievance, I mean gripe, or anything of that nature.

[763] A I recall one grievance which was filed by one of the plant clerks, office clerks, due to a reduction in force in the clerk department, and a grievance was taken up by the plant committee at that time. It was after I was removed from the plant committee.

Q You were not on the plant committee at that time?

A I was not serving on the plant committee.

Q While you were on the plant committee, do you recall any other grievance?

A Personally, I discussed some grievances with my warehouse foreman, and the plant Management.

Q Is the one about the warehouse foreman the one you already testified to? You mentioned, you testified that you had taken up one matter with the warehouse foreman.

MR. HILLYER:

I do not recall any such testimony on the part of the witness, Counsel.

TRIAL EXAMINER:

What matter was it that you took up with the foreman, if any?

THE WITNESS:

The one about the tow motor driver.

TRIAL EXAMINER:

What was it with respect to that? What kind of driver?

THE WITNESS:

Tow motor driver. They are lift trucks.

TRIAL EXAMINER:

What was the nature of the grievance?

THE WITNESS:

A vacancy occurred which was given to an employee with less seniority.

* * * *

[765] CROSS-EXAMINATION

Q (By Mr. Hillyer) Mr. LaFleur, you mentioned a grievance about a plant clerk, I believe you said you weren't on the committee when that happened?

A That's right.

Q That is just something that you were told about?

A Right.

Q It was just hearsay, you just heard about it?

A Well, I just heard about it.

Q That's all I wanted to know.

Now, at the time that you were on the plant committee, you had your plant committee and you also had a Union committee, did you not?

A Right.

Q The Union committee handled matters for the employees within a bargaining unit, did they not?

A Right.

Q Isn't it true that that tow motor job was covered by the bargaining unit?

A Yes, it was, it is covered by the bargaining unit, right.

Q So then, it wasn't really any business of the plant committee's to handle a grievance for the tow motor operator, was it?

A Well, I understand directly what you mean with it, but nevertheless the committee at all times took up — the Union com- [766] mittee or the plant committee at different times, they picked up these grievances when the regular committee wasn't right at hand.

Q What I'm getting at, Roger, is that that many years ago you may have confused whether the plant committee or the Union committee took up these grievances. Now, are you sure that it was the plant committee and not the Union committee that took up these grievances?

A The plant committee discussed these problems with Management, but that is one thing that I do remember, that the plant committee could not go very far with the action. The plant committee picked them up, but they usually dropped it almost immediately, but when the Union com-

mittee got ahold of a grievance, more attention was given to it than the regular plant committee.

Q When the Union committee filed a grievance, it could go all the way through arbitration, couldn't it?

A That would go all the way through the regular channels, not necessary through arbitration.

Q It could go through arbitration?

A It could go through arbitration.

Q And that wasn't true of a grievance on the plant committee.

A A grievance on the plant committee, as far as I remember of it, it's hearsay. I didn't read the grievance, but I heard that one of them were sent up to Mr. C. L. Wooley.

Q You understand what I mean by arbitration, don't you?

A Yes, sir.

* * * *

[769] Q While you have been at Ville Platte, has it happened that the plant committeemen and the Union committeemen might sometimes be one and the same persons?

A Oh, yes, that happened already.

Q And these two committees existed side by side for a long period of time, didn't they?

A In a lot of cases.

TRIAL EXAMINER:

At the time you were on the committee, you were also in the Union, weren't you?

THE WITNESS:

At the time I was on the plant committee?

TRIAL EXAMINER:
Yes.

THE WITNESS:
Yes.

TRIAL EXAMINER:
Did you have any official position in the Union at that time?

THE WITNESS:
At the time, I was on the plant committee, if I remember right, there was a possibility I was elected as a Union committee while serving as a plant committee, but I didn't stay as Union committee very long. It was either just before [770] or it might have been just after, I was a plant committee I got on as a Union committee.

TRIAL EXAMINER:
When did you leave the Company?

THE WITNESS:
December of 1955.

TRIAL EXAMINER:
Were you an official in the Union?

THE WITNESS:
I was president of the Local Union for a period of about 7 years.

TRIAL EXAMINER:
7 years. You were also on the committee during that time?

THE WITNESS:

I served on the committee, on the plant committee, before I was elected president of the Union.

TRIAL EXAMINER:

Was there ever any conflict in your negotiations of the Union with the Company on account of the plant committee?

THE WITNESS:

Contract negotiations?

TRIAL EXAMINER:

Yes.

THE WITNESS:

Not that I remember of.

TRIAL EXAMINER:

Was there any conflict any other way?

THE WITNESS:

I do remember, at one time, on the safety banquet that the Company officials at the Ville Platte plant made an agreement with the plant committee to allow time and a half pay to employees working evening shift.

MR. HILLYER:

Mr. Examiner, excuse me. That is the same statement that we objected to previously on the grounds of hearsay. I now move that that statement be stricken. I think that [771] this witness will admit that he doesn't know.

TRIAL EXAMINER:
I don't know, what is your source of knowledge on that?

THE WITNESS:
On this time and a half deal?

TRIAL EXAMINER:
Yes.

THE WITNESS:
There were employees involved in it.

TRIAL EXAMINER:
Were you on a committee at the time?

THE WITNESS:
I was president of the Local Union.

TRIAL EXAMINER:
Was some objection raised by the Union on it?

THE WITNESS:
Objections were raised by the Union for it.

TRIAL EXAMINER:
On account of it?

THE WITNESS:
On account of some employees were eligible to attend the banquet but their names were drawn out of a hat, and other employees that couldn't go to — the employees working the evening shift could not go to the banquet, so they

were given extra merits for not being able to attend, and some of them were penalized for none of their faults.

TRIAL EXAMINER:

What was the objection the Union raised to it?

THE WITNESS:

The objection the Union made on this was that the Company did not contact the official committee to determine the time and a half pay that was granted.

[772] TRIAL EXAMINER:

That was when you say the plant manager or superintendent, or something, said that that would not happen any more?

THE WITNESS:

Yes, that's right.

TRIAL EXAMINER:

Was that plant committee, employee committee, still in operation, in existence when you quit working for the Company?

THE WITNESS:

Yes, sir, they still had a plant committee.

* * * *

[774] Q On direct examination, you were asked about the functions of the plant committee, I believe you mentioned something about discussing working conditions. Just what working conditions did you discuss in the plant committee?

A Well, at one time, we discussed the working hours, whether we would take off an hour for noon or half an hour. I believe that was discussed at one time.

Q What else?

A At one time, it was in a joint meeting with the Union committee, there was a matter of construction employees and production employees. We had some production employees loaned out to construction and, at that time, the Company had told us that they seen where a lot of construction work was going up, and they was getting ready to establish a construction company [775] and they offered these construction workers, those that were loaned out, they proposed to them if they wanted to continue on construction or go back to the regular production work. I was serving on plant committee at that time.

Q Was that offer made to the individual employee? It was up to the individual employees?

A It was up to the individual employees. Most of them were invited to participate in that meeting.

TRIAL EXAMINER:

You may say that was a joint meeting?

THE WITNESS:

A joint meeting between the Union committee and the plant committee.

TRIAL EXAMINER:

And Management?

THE WITNESS:

— and Management and a number of employees that was doing construction work.

TRIAL EXAMINER:

Did you have many such joint meetings as that?

THE WITNESS:

There was not maybe half a dozen of these type of meetings since my time of employment, that I remember of.

Q (By Mr. Hillyer) What was the result of your discussion about working hours?

A If I remember, the employees, some of them wanted to take an hour, some others a half an hour, and it was presented to the Company what the employees wanted; and the Company said, "the majority wants an hour for lunch, or a half an hour, we'll [776] let the majority decide." And the majority took a half an hour because we are on a half hour noon hour now.

Q Did the Company have an election to decide what the majority wanted?

A Not that I — on the noon hour? Not that I remember of. I don't think, if there was an election, I couldn't say that I was involved in it. Evidently, there must have been one, but I don't remember casting my vote one way or the other.

Q Tell me this. While you were at Ville Platte, when you had a matter of that kind come up, where it was a question of what the majority of the employees wanted, wasn't it customary for the Company to have an election amongst all of the employees to find out what they wanted?

A That happened in a lot of cases, yes.

Q And that was something that was done by the Company and not by the Union committee or plant committee?

A That's right.

* * * *

ISAAC JOSEPH MAYON

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

[777] Q (By Mr. Ambrister) Mr. Mayon, what is your full name?

A Isaac Joseph Mayon.

Q Where do you work?

A Cabot Carbon Company.

Q What plant?

A Canal plant.

Q For how long have you worked at the Canal plant?

A A little over five years.

Q What is your job there?

A Now?

Q What was your job there when you were first employed?

A Laborer.

Q And did your status ever change?

A From laborer, to timekeeper, to switchboard operator, to shipping clerk.

Q For how long have you been an office employee?

TRIAL EXAMINER:

You are now a shipping clerk?

THE WITNESS:

Yes, sir. About four years.

Q (By Mr. Ambrister) How did you hear of an employee committee at the Canal plant?

A Shortly after we went into production in February of 1952.

Q How did you hear about that, Mr. Mayon?

A In organizing the production operation of the plant, I think Mr. Smith, Eugene Smith, the office manager, must have told me, or Mr. Paulsen, or one of the supervisors, I imagine.

[778] Q I show you General Counsel's Exhibit 4-A. Upon going into production in February, 1952, did you receive a copy of this book, entitled "You And Your Job With Cabot?"

A I did, but I wouldn't say it was February.

Q What is that?

A I received a copy but I wouldn't say it was in February.

Q Do you have any idea?

A Whether it was before or after, I couldn't say.

Q Was it approximately around that time after you went into production?

A It was sometime after I went into production, yes, sir.

Q Referring you to February, 1952, I wonder if you had any occasion to assist in the conduct of an election?

A I did.

Q What type of election was that?

A By "type," what do you mean?

Q Well, was it a nomination or election of a committee?

A Yes, sir.

Q What type of committee?

A Plant committee.

TRIAL EXAMINER:

How did you participate in it?

THE WITNESS:

I assisted in the nomination of the committee members. I went out in the plant myself and Dick Lucas, another plant office employee, went out into the plant and took nominations for the committee from the employees, from the [779] production employees.

TRIAL EXAMINER:

You mean by ballot?

Q (By Mr. Ambrister) Mr. Mayon, how did you know what procedure to follow on conducting the election?

A From the Company manual.

Q Now, for clarification —

A Or maybe that one you showed me.

Q Well, now, which one was it?

A Well, now, I'll have to remember, I would say it was probably the Company manual since I had access to it.

Q By the Company manual, would you clarify that statement?

[780] A We have a book that has Company policies in it, and one of them is the stipulated rules under which the elections are supposed to be held.

Q That's part of that large book, is that right?

A Yes, which consists of about the same thing as that does there. In fact, there's more details as far as election procedures in that than in that one there.

Q Which is more detailed?

A The Company manual.

Q Is that called the Cabot Guide?

A Yes.

Q Referring to the runoff election in 1952, how was that runoff handled?

A You mean the actual election itself?

Q Yes, the runoff or the regular election, after you already held your nominating election?

A To the best of my knowledge, we had ballots in some form or another made.

Q Right there, sir, who made those ballots?

A I did, I imagine myself and Mr. Lucas since we held the election so to speak. However, in distributing the ballots, I'm sure that I didn't take part because I was one of the nominees at that time. However, I think I did assist in making the ballots.

Q To whom were these ballots distributed?

[781] A To the production employees who were eligible to vote.

TRIAL EXAMINER:

Who was excluded from voting?

THE WITNESS:

CEC, Cabot Engineering, temporary employees.

TRIAL EXAMINER:

All permanent employees were entitled to vote?

THE WITNESS:

Yes, approximately 33 or 35, all we had at that time.

Q (By Mr. Ambrister) You stated that another employee assisted you in conducting this election. Who was that employee?

A Dick Lucas, Richard Lucas.

Q For what reason did you and Mr. Lucas conduct the election?

A Why did we, in particular.

Q Yes, you in particular.

A Outside of the fact that we were in the office and we were employees other than supervisory, I suppose, I imagine we were told in order to get it started, so to speak.

Q Who told you that to conduct that?

A I'm trying to remember if that's the reason why we did it. I don't know, I wouldn't venture to say, outside of that fact.

Q Do you know whether it was a supervisor or Company official who told you that?

A No, I don't know that.

Q Well, did you conduct this election on your own initiative?

A That would be hard to say. If you want to say that after I knew of the election we took it on ourselves to hold the [782] election, it might be true, but as far as the actual initiation, initiative, incentive of being there and the whole of the election procedure being conceived by us, no.

TRIAL EXAMINER:

Were you selected by any particular people to hold, to act as poll holders?

THE WITNESS:

Well, like I said, Dick and I probably heard from Mr. Smith or one of the supervisors there, and I imagine that is how we came about to undertake the actual election procedure since things was in such a furor when starting in production and all. I imagine that things were more or less jumbled.

Q (By Mr. Ambrister) Were you ever an officer, were you ever a committeeman?

A Yes, I was, two years.

Q In what years?

A '52, I was chairman, not chairman, a committeeman, and in '53, I was chairman.

Q As a plant committeeman, what did you do?

A Duties, you say?

TRIAL EXAMINER:

Yes, what duties did you perform?

THE WITNESS:

We tried any grievance that may have arisen. We tried to see that it was taken care of, any grievance between the employee and Management. We took care of or tried, to help the Company and the employee as far as the safety program went, keeping the employee informed. We had a suggestion plan that we tried to have going on between the employees and Cabot. We had [783] a suggestion box out there at all times.

Q (By Mr. Ambrister) Did you ever discuss grievances?

A Grievances, yes, as I said before, grievance was one. Sort of a go between, between the employee and Management, any difficulties that may arise as far as the things that I mentioned, we would try to get together on it.

* * * *

[785] Q Please describe how you, the procedure you used in transcribing the minutes of the meetings?

A Well, the procedure I used then, and I always have, I don't know shorthand so I write longhand on the pertinent facts that I think have to be covered, and try to keep as many details as possible. What I think should be covered or what I am told should be covered.

Q Told by whom?

A By members of the committee, whoever I'm keeping them for.

Q Anyone else?

A No, just the committee, I wouldn't have any reason to have anyone else tell me.

Q Who attended these meetings, Mr. Mayon?

A The elected committeemen or the alternates, if they were requested.

Q Anyone else?

A And Management.

Q Anyone else?

A Management.

Q Who participated in these meetings?

A Who participated?

Q Yes.

A Management and the committee.

Q What was then done after you wrote the minutes out in longhand? What did you then do?

[786] A Generally, I would have approval, so to speak, by a representative of Management or/and the committee, and I would have them typed. I would either type them or probably Miss Hall or one of the other secretaries around would type them for me, and I would post them on all bulletin boards.

At one time, Mr. Petitfils, a member of the committee, asked me to make numerous other copies, that he wanted to distribute them among the employees and post on the warehouse bulletin board, which I did until the time that he ceased to come around to get them.

Towards the last, three or four times, I think he never came. I put them where he could get them and he never did pick them up.

In fact, at one time I put several copies, stacked the minutes by the bulletin board and a couple of times no one seemed to pick them up, so I just discontinued it. That was when I was chairman.

Q Were copies of these minutes ever requested by anyone? Well, first, by any member of the committee?

A All copies were offered to committeemen.

Q Did any committee member ever request any extra or additional copies of the minutes?

A Yes, Mr. Petitfils, as I just stated.

Q And did you, as a matter of routine, send copies of the minutes to anyone else by mail?

A Yes, to our Pampa office.

[787] Q Who did you send those to?

A Mr. Reno Stinson, head of the industrial relations department, and Mr. Wooley, head of the production department; Mr. Steele, his assistant, I believe; Mr. Conley, head of the safety department, and I think, I think I sent one to Mr. Burdette, general manager, I'm not sure.

Q I ask you at this time, Mr. Mayon, if in 1953, when you were chairman, a complaint was brought before you regarding favoritism toward an employee by a supervisor?

A There was a grievance, yes.

Q Well, a grievance. What was the nature of that grievance?

A It was more or less a dispute between the employee and the supervisor, I wouldn't say favoritism.

Q Who was the employee, do you remember?

A If I go back, let's see, when I first heard of it, Mr. Wilgus called it to my attention. Mr. Boudreaux who was an employee, had a disagreement with Mr. Thompson, who was his immediate supervisor, and Mr. Wilgus and Mr. Shoemaker, who was supposed to be made a supervisor, had a disagreement. When I found this out, I immediately contacted Mr. Ayres for a meeting, for a conference, you might say, to try to discuss this.

Q What type of meeting was this that you called?

A Well, I don't know what you'd call it.

Q Well, were you, or were you not, calling it as the chairman of the employee committee?

[788] A Yes, sir, it was something that to me I could see developing into something and I wanted to try to nip it in the bud before it got started.

Q As a result of those meetings, what, if anything, was accomplished relating to that grievance?

A Mr. Larpenteur who was also on the committee at the time —

Q Mr. who?

A Mr. Max Larpenteur. In '53, E. J. Herbert was also a committeeman, I believe. We thought we had reached a satisfactory agreement or had eased the tension, so to speak, between the employee and the supervisor involved.

Q Who was the supervisor involved?

A Mr. Thompson, Mr. Leroy Thompson, and Mr. Allmon was involved in the sense that he was going to be relieved by Mr. Shoemaker who was going to act in a supervisory capacity. One of the objections was that Mr. Shoemaker would be in a supervisory capacity while Mr. Allmon was gone and the employees were objecting to Management's choice of Mr. Shoemaker as a supervisor even for that short period of time.

MR. AMBRISTER:
That's all.

TRIAL EXAMINER:
Any questions, gentlemen?

CROSS-EXAMINATION

(By Mr. Hillyer) . . .

* * * *

[789] Q Do you recall whether the bylaws of the employee committee were set out in the Cabot Guide?

A Yes.

Q Did you have those bylaws available to you when you were chairman of the committee?

A I did.

Q Also when you were a committeeman?

A Yes.

Q At the time that you were a committeeman or were chairman of the committee, did you assist in the employee committee elections?

A I did.

Q Would you describe for the Examiner just how those elections were conducted in '53 and '54?

A '53 and '54; the nominating ballots in '53 had six nominating spaces, and we gave them to the employees in sealed envelopes with their names on them. The quickest and surest way [790] that we felt to catch all the employees was to give them to their immediate supervisors, and we double checked that each man got his ballot. And we had ballot boxes in the bathhouses, with the deadline on the

notice posted on the bulletin board, of the time that they should be returned, should be cast; and then they were counted by the committee and Management.

One instance I remember in particular in '53, or '54, I think it was '53, Mr. Frank Walker, the safety engineer, Mr. Ayres, representing Management, and myself, and Max Larpenteur and E. J. Herbert, I think. Frank would take the ballots out of the box, Mr. Ayres would take them and unfold them and call out the name on them, and Herbert looked on to verify it, and Max and I would tear and cross-check each other. That was for nominations and for the election.

Now, in the election ballot, we assigned points on six spaces since there were three committeemen to be chosen and three alternates. By points, I mean we assigned one, two, three, four, five, six, the man receiving the lowest amount of points would be elected chairman and so forth on down the line.

TRIAL EXAMINER:

The man who received the lowest number of points —?

THE WITNESS:

Yes, sir, because the chairman would be assigned No. 1, you see, and the second committeman would be assigned No. 2.

TRIAL EXAMINER:

That was your way of tabulating them?

[791] THE WITNESS:

Tabulating the votes, something like an Associated Press tally. Points would be assigned.

Q (By Mr. Hillyer) Do you recall whether the committee prepared these ballots, arranged to have them made?

A They did, because I prepared most of the ballots myself.

Q I believe you said then that the committee turned them over to the foremen for delivery to the individual employees?

A Yes, in sealed envelopes with their names on them.

Q Was that the usual way of getting any material that comes for employees to the plant, to the employees?

A Yes, sir, all the way down from checks to miscellaneous material, or anything.

Q As far as you know, were these elections fairly conducted?

MR. BAUER:

Objection.

TRIAL EXAMINER:

I think we've had that up several times. This witness can state whether or not they were fairly conducted. He conducted them.

THE WITNESS:

I conducted them. I think I'm an honest man.

Q (By Mr. Hillyer) As far as you know were the elections conducted by secret ballot?

A Yes.

Q In this regard as to the method in which the plant

committee came about, I take it that you don't recall who first mentioned it to you, is that correct?

A No, not specifically, I think it was probably Mr. Smith, [792] the office manager, since I was in the office and he was my immediate supervisor and, of course, had access to the manual.

Q And after — strike that. At that time, there was a considerable amount of confusion going on, was there not?

A Yes, we were trying to get into the production swing.

Q Everybody was pretty busy?

A Yes, busy enough.

TRIAL EXAMINER:

Did you observe any electioneering going on as to who was going to be voted on or elected, or was it just handed to the employee without any electioneering, for them to just write in who they wanted to?

THE WITNESS:

I guess that's probably closer to it, yes, sir.

TRIAL EXAMINER:

In other words, you mean — were any of them running for office?

THE WITNESS:

No, sir.

TRIAL EXAMINER:

Or announce themselves as candidates, more or less, and try to build up support?

THE WITNESS:
No, sir.

TRIAL EXAMINER:
None of that?

THE WITNESS:
No, sir.

Q (By Mr. Hillyer) And after the matter was called to your attention as I understand it, you and Dick Lucas ran the thing, as far as getting the first election going?

A Yes, sir. The ballots, I remember, on the election itself [793] for the first year were counted by production employees in the warehouse because, since I was a candidate, I didn't take part in the election itself in counting the ballots. Dick Lucas took them to a warehouse, I believe, and had some production employees come there and count them.

Q Mr. Mayon, you testified about a matter that Mr. Wilgus brought to you involving, I believe you said, Leroy Thompson. Was it Leroy Thompson who was directly involved in that or Shoemaker?

A Well, Leroy was George Boudreaux's immediate supervisor and he and George had had a tiff or something, some disagreement, and then Charlie Shoemaker and George and Ed had had some words, or something like that, and Charlie Shoemaker was going to be made a relief foreman in Charlie Allmon's absence. That was one of the things there, they didn't think that Charlie Shoemaker was the type of man that they wanted to work for.

Q In other words, Mr. Wilgus and Mr. Boudreaux were making a complaint about the appointment of a foreman?

A That's one of them, yes.

Q When did that occur, do you recall?

A Not the exact date, no.

Q Mr. Shoemaker was appointed, was he not?

A Yes, sir, he was — you mean later on?

Q Did the plant committee, as such, register an objection to his appointment?

[794] A No.

Q The only objection was from Mr. Wilgus and Mr. Boudreaux?

A Yes.

Q Can you recall who you discussed that with besides Mr. Wilgus and Mr. Boudreaux?

A Mr. Ayres, the plant superintendent.

Q Was that at a formally called meeting?

A A meeting called on my request, yes.

Q Was it a meeting at which minutes would have been kept?

A We didn't keep minutes, no, because, as I said, I felt that, we felt that something, Max and I, that something was developing and we wanted to try to keep, take care of the situation if we could then. We thought we could reach a satisfactory agreement and to avoid any personal harm to personalities, or ill-feelings, or stuff like that, we figured that it might be wise not to post anything like that.

* * * *

[814] ELOI SEGURA

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER:

What is your full name and address?

THE WITNESS:
Eloi Segura, E-l-o-i.

[815] TRIAL EXAMINER:
How do you spell the last name?

THE WITNESS:
S-e-g-u-r-a.

TRIAL EXAMINER:
Your address?

THE WITNESS:
Baldwin, Louisiana.

DIRECT EXAMINATION

Q (By Mr. Bauer) Mr. Segura, where do you work?
A Cabot Carbon.
Q And how long have you worked for Cabot Carbon?
A Since February, the 25th, I think, of 1951.
Q What is your job at this time at Cabot Carbon Company?

TRIAL EXAMINER:
With the Canal plant?
A Yes, sir.
Welder.
Q (By Mr. Bauer) When you first started out working for Cabot, what was your job?
A Welder, I started as a helper, about seven weeks as a helper.
Q Did you start out on construction?

A Yes, sir.

Q Did you switch to production?

A Yes, sir, in '52.

Q About when in '52?

A January.

Q All right, sir, are you familiar with the employee committee at the Canal plant?

[816] A Yes, sir.

Q When did you first hear about such a committee?

A That was about, I would say, two or three weeks after we went into production.

Q How did you hear about this committee?

A Well, I don't know who started it. Let's see, we were asked to meet on the docks one day and I think I was at our coffee period, if I'm not mistaken, and that's when I first heard about it.

TRIAL EXAMINER:

Didn't you know there was such a committee before that?

THE WITNESS:

Some of them had talked about it, but I didn't know if there was or not.

TRIAL EXAMINER:

You knew in a general way there was such a committee?

THE WITNESS:

I had heard about it before that.

Q (By Mr. Bauer) Will you be a little more detailed as to how you first heard about the committee?

TRIAL EXAMINER:

Mr. Bauer, can't we shorten that a little by just showing it was general knowledge, or is there some importance to establishing the exact time he first heard about it?

MR. BAUER:

No, the exact time is not important, but exactly how he heard about it, I would like to bring out.

TRIAL EXAMINER:

It is in this handbook here and everyone [817] got one of those. If he looked at it and read about it, he would have found out there was one.

MR. BAUER:

There may be some other testimony, some light that he would be able to shed on this.

TRIAL EXAMINER:

He said he'd heard it talked about before this and at this meeting, he heard some more about it.

Q (By Mr. Bauer) Can you be a little more explicit about this meeting. Who called the meeting?

A I don't know who called the meeting, but after we got on the docks, all the boys that had started in production was there, most of them, and I think Mr. Paul Thurston was there and he kind of informed us how to go about selecting our officers and then he walked away from there.

TRIAL EXAMINER:

About selecting a committee?

THE WITNESS:

He told us about how the other committees at the other plants was functioning.

TRIAL EXAMINER:

He told then how to go about selecting a committee for your plant, for your employees?

THE WITNESS:

Yes, sir.

Q (By Mr. Bauer) How many employees were present about?

A I don't know, I couldn't tell you. They was practically all there, except maybe four or five that was doing some operating.

Q Do you know how many days later an election was held?

A It was held, I don't know maybe a couple of days after [818] that, I don't remember quite, two or three days maybe, or maybe the next day, I don't know just exactly.

Q Did anyone tell you to attend this meeting?

A No, they didn't tell me to attend it. Somebody went by while we were there working and told me we were having a meeting, so I just walked over.

* * * *

[822] GEORGE BOUDREAUX

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Bauer) Mr. Boudreaux, will you please state your name?

A George Boudreaux.

Q Will you please spell it?

A G-e-o-r-g-e B-o-u-d-r-e-a-u-x.

Q Where do you live, Mr. Boudreaux?

A 1025 James Street, Franklin.

Q Where do you work at this time.

A Retail merchant, self employed.

Q Were you ever employed in the Cabot Carbon Company?

A Yes, sir, I was.

Q At the Canal plant?

A Yes, sir.

Q When were you hired?

A Cabot Carbon Company or Cabot Engineering?

Q Tell us about Cabot Engineering first.

A I would say it was the time the construction started. It [823] would be, I imagine, along about 1950 or 1951. I don't remember the exact year.

Q Did you transfer to production?

A Yes, sir.

Q What year was that about?

A I think it was in the month of September, 1954.

MR. KEENAN:

If the Court please, there is no allegation regarding the discharge of this man. There is nothing in the Complaint about it.

MR. BAUER:

I am just rounding out the picture.

MR. KEENAN:

What picture?

MR. BAUER:

That he was no longer with the Company, that he was fired.

TRIAL EXAMINER:

It shows the relationship under which he left the Company.

Q (By Mr. Bauer) Did you ever hear of an employee committee at the Canal plant?

A Yes, sir.

Q When was the first time you ever heard of that committee?

A My first knowledge of a plant committee, I would say, was gained through a booklet or pamphlet entitled "You And Your Job With Cabot".

Q I am going to show you a copy of General Counsel's Exhibit 4-A, and ask you to look at it and tell us whether that is the booklet that you have reference to?

[824] A One similar to that, sir. It may not be the same one, but it's one similar to it.

Q Did you hear of the committee in any other way?

A Well, sir, shortly after the plant was in operation we were informed that there was going to be a committee election held, and we discussed it among ourselves, and as I remember it, we discussed it with our shift foreman and I, for one, I know, discussed it with my shift foreman because

I asked him several questions pertaining to the functions and duties, and so forth, of the plant committee.

Q Who was your shift foreman?

A At that time, it was Charlie Allmon.

Q Do you recall what he said?

A No, sir, I don't actually recall any exact things that were said. We, more or less, just discussed the thing, generally, and I was, more or less, interested in how the committee functioned and what were its duties, and so forth, and what exactly was said, I don't remember, sir.

Q You said, you were told there would be an election. Do you recall who told you?

A I think that there was a notice to that effect posted on the bulletin board.

Q Do you recall who signed the notice?

A No, sir, I do not.

Q Was there an election held in 1952?

[825] A In 1952? Yes, sir, I would say so.

Q Did you take part in that election?

A Yes, sir.

Q Was there a primary, so to speak, a nominating election?

A Yes, sir. That's how they were conducted. First you had, more or less, a nominating election and then followed the regular election.

Q Going into the nominating election now, did you vote in that election?

A Yes, sir.

Q How did you get your ballot?

A My ballot was turned over to me by Charlie Allmon at my home in Franklin.

TRIAL EXAMINER:
Do you want us to wait for you, Mr. Hillyer?

MR. HILLYER:
No, sir, go right ahead. I'll be back shortly.

Q (By Mr. Bauer) What did you do with the ballot when you received it in your home?

A It was in a manila envelope, as I remember, I opened it and there were spaces provided on the mimeographed ballot for names. I filled in the names, and as I remember, returned it on my next day of work and deposited it in a ballot box, which I think was in the bathhouse.

Q Did you vote in the final election?

[826] A That same year? Yes, sir.

* * * * *

[831] Q (By Mr. Bauer) In 1953, as to the final or run-off election, was the procedure the same as to receiving your ballot?

A Yes, sir.

* * * * *

[833] GERVIS ROBBERIE

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER:
Give us your full name and address, please.

THE WITNESS:
Gervis Robberie, Ville Platte, Louisiana.

[834] DIRECT EXAMINATION

Q (By Mr. Ambrister) By whom are you employed?
A Cabot Carbon Company.

TRIAL EXAMINER:
Canal plant?

THE WITNESS:
Ville Platte plant.

Q (By Mr. Ambrister) How long have you worked there?
A A little better than ten years.
Q You started in what year?
A 1946.
Q Where? In what department did you work when you first started there?
A In the warehouse.
Q And then where did you go?
A I went on as a shift packer for about a year.
Q For about a year, you say?
A That's right.
Q And then after that, where did you go?
A I went in the office as a clerk.
Q In about what year was that?
A Oh, about 1949, I would say, '48 or '49.
Q Have you worked in the office more or less regularly since that time?
A I went back to the warehouse.
Q For how long did you go back to the warehouse?
A Oh, about a couple of months.

[835] Q At any other time, did you go out of the office?

A No, that's the only time.

Q So, with that exception, you have been an office clerk since 1948 in the Ville Platte plant?

A That's right.

Q While you were in the office as an office clerk, were you a member of the Union that is in the Ville Platte plant?

A No.

TRIAL EXAMINER:

Which union do you have reference to?

MR. AMBRISTER:

The Chemical Workers.

Q (By Mr. Ambrister) When did you first learn that a plant committee was in existence at the Ville Platte plant?

A 1947.

Q Were you ever a member of the plant committee?

A Yes, I was for two years.

Q Two years?

A Yes, sir.

Q Approximately what period of time were you a member of the plant committee, in what year?

A I think it was in 1949 and '50.

Q Before that time, before you were a member of the employee committee, did you ever have occasion to process a grievance before the plant committee?

A Before I was a committeeman?

Q Yes, before you were a committeeman.

[836] A No.

Q After you were on the committee, did you have occasion?

A Now, let me think. Yes, before I got on the committee, I did process a grievance.

Q Tell us the nature of that grievance, Mr. Robberie.

TRIAL EXAMINER:

By processing a grievance, you mean you filed one for yourself?

THE WITNESS:

That's right.

TRIAL EXAMINER:

You made a grievance yourself?

THE WITNESS:

That's right.

Q (By Mr. Ambrister) To whom did you file this grievance?

A To the Company, to Management.

TRIAL EXAMINER:

Through the committee?

THE WITNESS:

Through the committee.

Q (By Mr. Ambrister) Tell us the nature of that grievance.

A At the time we had a curtailment in production, and we had too many clerks for the work that was available there. And, I had to go back, one of the clerks had to go back to the warehouse, and I had about 5 years seniority, and we had another clerk working in the tool room who had a little better than 2 years seniority, and as for the ability,

I think we were just about equal. I felt that I should have had the other man's job in the tool room instead of going back to the warehouse.

Q Do you know, of your own knowledge, how that grievance [837] was handled, what occurred?

A Well, I handed it in to the committeemen. They, in turn, turned it over to Management and mailed a copy to Mr. Stinson at Pampa, and gave a copy of it to Management at Ville Platte.

Q Who was the office manager at that time?

A At that time, it was Charlie Allmon.

* * * *

[844] Q (By Mr. Ambrister) Mr. Robberie, referring your attention to the end of 1955 or the first of 1956, I wonder if you had a conversation with the plant manager regarding the plant election?

A Yes, I mentioned it to the office manager.

TRIAL EXAMINER:

In 1955?

THE WITNESS:

'56, March.

Q (By Mr. Ambrister) February or March of 1956?

TRIAL EXAMINER:

Who was the office manager at that time?

THE WITNESS:

A. C. Reed, Jr.

Q (By Mr. Ambrister) What did you ask Mr. Reed?

A I just reminded him that it was the usual time that we used to have the election of this committee.

Q And what did he say?

A He said he would take it up with Management.

[845] Q As a result of your inquiry, what was done?

A I don't know whether he talked with Management about it or not, but there was not an election. There was no election.

Q Was any notice posted on the bulletin boards regarding the election?

A Not that I know of.

Q In 1956?

A Not that I know of.

TRIAL EXAMINER:

Are you still working there?

THE WITNESS:

Yes, sir.

Q (By Mr. Ambrister) Then there has been no election for 1956 at all up to the present time?

A That's right.

Q There is no committee functioning there at the Ville Platte plant in 1956?

A Unless they're using the old one.

TRIAL EXAMINER:

Have you observed that they are using the old one?

THE WITNESS:

No.

Q (By Mr. Ambrister) To the best of your knowledge,

was, or was not, any announcement made of the discontinuance of the plant committee?

A I don't know whether there was an announcement made or not.

Q Were you personally informed that the plant committee was or was not to be elected in 1956?

[846] A No, I was not informed of that.

Q Did you previously testify that an election was or was not held in 1956? I just wanted to get the record straight.

A That's right, there was no election held in '56.

TRIAL EXAMINER:

Did you say you requested one or just called it to their attention?

THE WITNESS:

I called it to the attention of the office manager.

TRIAL EXAMINER:

You; as an employee, were inquiring for the reason that you thought they ought to hold one?

THE WITNESS:

No, actually I used to take care of the elections whenever they came up. It was more or less one of my responsibilities to notify Management that it was time for the election. They usually held it in February or March.

* * * *

[848] PERSHING L. ROBBERIE

a witness called by and on behalf the General Counsel, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER:

What is your full name and address?

THE WITNESS:

Pershing L. Robberie, 434 East Main, Ville Platte.

DIRECT EXAMINATION

Q (By Mr. Bauer) Where are you employed, Mr. Robberie?

A Cabot Carbon Company, Ville Platte, Louisiana.

Q How long have you worked for Cabot Carbon at Ville Platte?

A Ten years, on the 28th of February.

Q Are you familiar with the so-called plant committee which existed at Ville Platte?

A Yes.

Q Were you ever a member of that committee?

A Yes, I was.

Q In what years?

A In '49 or '50, also in '54 and '55.

Q Do you recall any grievance handled during the period when you were a member of the committee for the first time?

A Yes. I recall we had a grievance involving Gervis Robberie.

* * * *

[849] Q Do you recall whether matters — let me call your attention to January 18, 1955, and show you the minutes of that meeting. I ask you to take a look at the minutes of that meeting to refresh your recollection.

TRIAL EXAMINER:

What is the date of that meeting?

MR. BAUER:

This is a document that purports to be a copy of the minutes of the employee committee-plant management meeting held at Ville Platte on Tuesday, January 18, 1955.

[850] TRIAL EXAMINER:

Has it been identified as an exhibit yet?

MR. BAUER:

No, sir.

A Yes, I do recollect this meeting.

Q (By Mr. Bauer) Do you recollect attending that meeting?

A Yes, I do.

Q Do those minutes appear to be an accurate account of that meeting?

A Yes.

Q I call your attention to something mentioned in those minutes about shower heads, and ask you whether you can recall that discussion?

A Yes, I do.

Q Will you please state, without looking at the paper, your recollection?

A My recollection about the shower heads was that it was Lionel Fontenot asked Mr. Bowen if improvements

could be made with the shower water heads. It was an insufficient amount of water coming out. The men were griping that there were not enough showers for the amount of men in the shower room, and water was coming out too slow.

Q You mentioned a Mr. Bowen. Will you please identify him for the benefit of the Trial Examiner?

A Mr. Bowen is plant superintendent at Cabot Carbon Company in Ville Platte.

Q And he attended the meeting?

[851] A Yes, sir.

* * * *

[853] Q Was there an election held for the plant committee in 1956?

A No, no election held, in '56.

Q Is the committee now functioning?

A No, as far as I know, there is no committee functioning. I was not told by Management that it existed anymore, that it still existed. They didn't tell us.

* * * *

[855] Q Now, when you speak about handling matters for non-union members, you are speaking about handling matters for employees who are not included within the bargaining unit, are you not?

A Yes, we did handle transactions for grievance for non-union members.

* * * *

[860] Q (By Mr. Bauer) Did the Union represent the office employees at Ville Platte?

MR. KEENAN:
Object to his leading.

MR. BAUER:
The Examiner just ruled on that.

TRIAL EXAMINER:
Objection overruled. He can ask him on that. Did the Union also represent the office employees?

A No, sir, the Union never did, but they were not in the same classification as the guild employees were. The office boys were not covered by the Union, so they were not under the bargaining unit.

TRIAL EXAMINER:
You mean then that they represented all [861] in the bargaining unit?

THE WITNESS:
All in the bargaining unit. That's what the Union official committee represented, all in the bargaining unit.

* * * *

[900] MR. BAUER:
General Counsel marks for identification as Exhibit No. 21, a set of documents which are copies of minutes of meetings of the plant or employee committee held at the Ville Platte plant of the Cabot Carbon Company on the following dates; May 7, 1951, June 11, 1951, October 2, 1951, January

8, 1952, March 5, 1952, May 2, 1952, January 18, 1955, and January 18, 1950. These copies were furnished by Respondent and were such as Counsel for Respondents were able to locate after receiving requests therefor.

(Thereupon, the documents above referred to were marked General Counsel's Exhibit No. 21 for identification.)

MR. HILLYER:

Within the time at our disposal.

TRIAL EXAMINER:

Are you offering them in evidence?

MR. BAUER:

I am going to offer General Counsel's Exhibit No. 21 in evidence.

[901] TRIAL EXAMINER:

Any objections, gentlemen?

MR. HILLYER:

We admit that the documents in question are the copies of minutes taken with regard to plant committee meetings at the Ville Platte plant. We do not admit the relevancy or the verity of any of their contents.

We object to their introduction in evidence insofar as they might seek to prove the contents contained in the min-

utes. We are merely seeking to limit the scope of Counsel's offer, Mr. Examiner.

MR. BAUER:

I am offering them for all purposes for which minutes would normally be received.

TRIAL EXAMINER:

Counsel for Respondent doesn't attack the accuracy of the minutes?

MR. HILLYER:

We don't know, Mr. Examiner, we have not had an opportunity to check into these minutes and find out about all the matters reported. Therefore, I do not wish to be foreclosed on that subject by agreeing to the admission of the minutes for all purposes.

TRIAL EXAMINER:

Well, you're not foreclosed on it.

Let them be admitted in evidence for the purpose of showing discussions and actions taken by the plant committee at its meeting, as outlined in the minutes, subject to other testimony that may be offered which may supplement or explain.

* * * * *

[1228] HENRY S. AYRES

a witness called by and on behalf of Respondents, having been duly sworn, was examined and testified further as follows:

DIRECT EXAMINATION

* * * *

[1271] Q (By Mr. Hillyer) Mr. Ayres, has the Company ever held elections among the employees at the Canal plant to determine the wishes of the employees in regard to certain matters?

A Yes, sir, I remember three different occasions. One time was the change of insurance. There was some question about whether they would stay with Aetna, or whether we would go to [1272] Blue Cross.

Another time, they had some money to pay out in wages, and they give us a choice of whether we would take it all in wages, or part in sick leave, or possibly part in more vacation. I don't remember exactly the details about it; and another time, there was an election they had on plant or Company seniority. That's the only three I recall.

Q Who conducted those elections?

A Well, the Company. It was always Management's elections. I don't remember who, in particular, run the elections.

Q Did the Company ever request the assistance of members of the plant committee in handling the elections?

A They did, on the seniority election, I remember.

Q What did the plant committee do, the members of the plant committee, do in that connection?

A Well, I don't know. I suppose they just helped, set at the table and handed out the ballots, I don't know. I didn't see it. I mean, I didn't watch.

Q Did they assist as watchers in counting the ballots?

A I'm sure they did.

Q In regard to the plant seniority election, what question was submitted to the employees for their vote? I don't mean the exact wording.

A Well, Mr. Wooley wrote a letter down there, and gave them a choice, and told them how we could change it, and incidentally [1273] he explained both sides of it, I believe, in that letter; and give them a choice between having overall Company seniority, or seniority just at Canal plant.

Q Did the employees at the plant vote in an election covering that subject?

A Yes, sir.

Q What was the result of the election, to the best of your recollection?

A It seems to me like it was 90 or 99 to about 30.

TRIAL EXAMINER:

In favor of which?

THE WITNESS:

In favor of plant seniority.

Q (By Mr. Hillyer) Did the Company, thereafter, have to change their seniority policy?

A Yes, sir.

TRIAL EXAMINER:

At the Canal plant?

Q (By Mr. Hillyer) At the Canal plant, I mean.

A Yes, sir.

Q Let me ask you an explanatory question. As I understand it, Mr. Ayres, that election had to do only with the Canal plant, did it not?

A That's right.

Q Some elections were held at all plants to determine what Company policy would be followed?

MR. BAUER:
Objection.
A Yes, sir.

[1274] MR. BAUER:
He is not competent to testify as to all plants.

TRIAL EXAMINER:
Well, he knows whether or not the same question was being submitted just to one plant, or whether they were submitting the election as a Company-wide proposition. He would know that.

MR. BAUER:
I withdraw my objection.

THE WITNESS:
Yes, sir. The question of how they wanted to take that money, I believe, was submitted to all plants throughout the Company.

Q (By Mr. Hillyer) At Union and non-union plants alike?

A Yes.

Q Now, Mr. Ayres, there have been introduced in evidence here, as General Counsel's Exhibit 18, I believe it is —

MR. BAUER:
No, exhibit No. 9.

TRIAL EXAMINER:

Let the record show that General Counsel's Exhibit No. 9, if it does not already appear that they were admitted in evidence, that they now are admitted in evidence.

(General Counsel's Exhibit No. 9 was admitted in evidence on page 250.)

Q (By Mr. Hillyer) I show you certain of the minutes of such committee meetings included within General Counsel's Exhibit No. 9, and I will wish to question you in regard to certain matters referred to therein.

Mr. Ayres, will you please refer to the minutes of January [1275] 20th, 1954. I now ask you whether, at that meeting a complaint was made with regard to the distribution of gloves?

TRIAL EXAMINER:

I would like to inform the witness that he is not to testify from the minutes. The minute is only to refresh your recollection, and when you testify, you testify from your independent recollection, and not from what's in the minute itself. The minute speaks for itself.

A We did have a complaint at that meeting. It seemed that the word had come to some of the boys that some of the other plants, Ville Platte, I believe, were giving out gloves to the warehouse crew.

I told them at this meeting that that was contrary to Company policy and that he would only give out gloves for safety reasons. We furnished rubber gloves that they used

when they were handling the oil, and asbestos gloves, and we used to furnish white canvas gloves in the warehouse, when we wanted to keep the product clean, only.

Q (By Mr. Hillyer) Can you recall whether similar complaints or discussions, concerning the gloves, arose in later meetings?

A Yes, sir. They did come up at times.

Q And how was that complaint adjusted?

A Well, in view of what I told them there, I believe, somebody made some arrangements up at one of the stores where the men could buy the type of gloves they wanted; and later on, oh, maybe a year later, we made arrangements to keep them in our [1276] store there. We have a general supply, and we keep maintenance parts in it, and we made arrangements to buy gloves and sell them to the employees.

Q Mr. Ayres, I refer to the minutes of February 17th, 1954. Was any complaint made at that meeting about the showing of merit sheets to employees?

A Yes, Mr. Wilgus, I believe, made the complaint, and it was to our interest, or Management's interest, we thought, in training employees, to show the men their merit rating, and I told them at that time I would have the foreman show the merit rating to the men.

TRIAL EXAMINER:

What was Mr. Wilgus' complaint?

THE WITNESS:

He complained that some of the employees wanted to see their copies of the merit rating. It is not a Company policy to necessarily show them to them, but in view of the fact, that I thought it would be in our advantage, I let them.

TRIAL EXAMINER:
You were talking about the merit ratings?

THE WITNESS:
Yes.

TRIAL EXAMINER:
I didn't catch the merit rating part of it.

Q (By Mr. Hillyer) At that same meeting, Mr. Ayres, was there any complaint registered about the moving of heavy barrels of black?

A Well, I don't know as it was a complaint. It was brought [1277] to our attention, at least, that the truck drivers did handle 55 gallon barrels of, sometimes wet, black. It was a pretty heavy load, and I told them that, in cases like that, that we would give them help; and, in fact, I told them I would recommend to the men that if they ever saw that, or heard of it happening, to tell the men to go to the foreman and ask him for help.

Q Mr. Ayres, I refer you to the minutes of March 12, 1954, and ask you whether you can recall a discussion about annual sick leave?

TRIAL EXAMINER:
Are you referring to the committee meeting, I suppose?

MR. HILLYER:
Yes, sir. In all of these questions, I'm referring to the committee meetings.

TRIAL EXAMINER:
Things that occurred in the committee meetings?

MR. HILLYER:

I haven't been putting everything in the questions, just for the sake of brevity.

A Mr. Wilgus brought up a proposal, or a suggestion, I guess you'd call it, that something be worked out on annual sick leave; and I told him that the committee had no authority, that that was plumb out of my scope, or plant Management's scope, to deal in policy like that.

Q (By Mr. Hillyer) Does the Company recognize the authority of the committee to deal with the Company on behalf of its [1278] employees concerning such matters?

A No.

* * * *

Q (By Mr. Hillyer) Mr. Ayres, I refer you to the minutes of May 19th, 1954. Do you recall any complaint being made about the showing of merit sheets to the men?

A That was, as I remember, just a recurrence of the other thing. Apparently, some foreman hadn't obeyed my orders, and I again told the foreman to show them. I believe at that time, I told each of the assistant superintendents to be sure that the foremen showed them.

[1279] Q I refer you to the minutes of the meeting of June 9th, 1954. I ask you whether you can recall any matter concerning the policy on saving vacations for sick leave?

A Yes, I had a letter from Mr. Stinson and I was — it was just a matter of interpretation of it, is all I remember.

Q Did you explain that to the committee, or read the letter to them?

A I believe so.

Q At that same meeting, were any complaints made about over-crowding in the bathhouse?

A Yes, sir.

Q How was the complaint adjusted?

A Well, I just told them that I would investigate, and if there was anything to be done, why I would do it. I don't remember the exact conditions.

Q I refer you to the minutes of the meetings of October 11th, and October the 13th, 1954, and ask you whether, in said meetings, you can recall any discussions about a grievance concerning the boiler fireman?

A Yes, sir.

Q Was that grievance adjusted? How was that grievance adjusted?

A The committee presented us with this grievance, and according to our grievance procedure out there, it gives us two or three days, maybe, to answer the grievance. We again had a meeting [1280] in two or three days. I don't remember the exact date, and we answered them at that time. We told them that we would not take Stafford off, because he had been promoted according to seniority and that we had acted in good faith, and we wouldn't take him off.

Q I refer you, particularly, to the minutes of October 13th, and ask you whether you recall any mention of an election concerning plant seniority at that meeting?

A What was that question again, I didn't get that? I recall something like it.

MR. HILLYER:

I will repeat the question.

Q (By Mr. Hillyer) I refer you to the minutes of October 13th —

TRIAL EXAMINER:

1954?

Q (By Mr. Hillyer) 1954. — and ask you whether there was any mention made of an election concerning plant seniority?

A Yes, sir, there was.

Q Is that the same election regarding which you have previously testified?

A Yes, sir. That was the one on plant seniority versus Company seniority.

Q Mr. Ayres, I refer you to the minutes of October 13th, 1954, again, and ask you whether you made any announcement at that — whether you can recall making any announcement at that meeting concerning the Company's policy on job bidding?

[1281] A Yes, sir. I told them —

Q Excuse me, go ahead.

A I told them that we were changing it. We had a situation come up out there where we had a temporary shutdown of a unit, and some boys who had been on the job for sometime were in a position to get bumped back, or anyhow, demoted back to the warehouse; and we adjusted our policy so that these fellows could get their jobs back after the temporary shutdown.

Q Had any grievance been made by the committee with regard to that subject prior to this meeting?

A I don't recall whether it had or not. I believe it had been mentioned, I'm pretty sure it had.

Q Mr. Ayres, I refer you to the minutes of November 29th, 1954, and ask you whether you can recall any com-

plaint being made by Mr. Hebert, regarding the men working in the bag filters.

* * * *

[1282] THE WITNESS:

I don't recall.

Q (By Mr. Hillyer) Referring to the same minutes, do you recall any complaint being registered about one man not being allowed enough overtime in comparison to some of the other men?

A Yes, sir. As I remember that, I believe the case was a welder and it had already been settled, I believe, at that time. It had been explained to the man and he had decided that he got his fair share.

Q I refer you to the minutes of January the 19th, 1955. I ask you whether you can recall any complaint being made with regard to a relief operator?

A Yes, sir, I remember that one. Mr. Wilgus said that one relief operator had been working a number of graveyard towers. I later checked on the records of that and there was nothing to it. He hadn't been working any more than his fair share. There was no decision made.

Q Referring to the same meeting, was any complaint made regarding air vents for the tops of the warehouses?

A Yes. It came up in several of the meetings here. It was just a suggestion. I think Petitfils and maybe, Wilgus, brought it to our attention. These vents were originally supposed to [1283] have been on the warehouses, but they weren't at that time. However, we were having quite a time getting material. It took us quite a long time to get it,

however. Originally they were designed to be on there, and we eventually got them on.

* * * *

Q (By Mr. Hillyer) And it is your recollection that that same subject was referred to in subsequent minutes.

A I kept reporting to them what progress I was having with the vents.

Q. I refer you to the minutes of February 16th, 1955. I ask you whether any complaint was registered at that time, whether you can recall any complaint being registered at that time about soap?

A Yes. Mr. Wilgus reported to us that some of the men were having skin rash, and they thought possibly it was caused by soap. I later talked to Frank Walker, our safety engineer. They had found that same problem in other plants, and so we started furnishing two kinds of soap after that. I had them order soap, and we still do.

Q I refer you to the minutes of March 24, 1955, and ask you whether you can recall any report being made by Mr. Wilgus, concerning the subject of an annual sick leave.

[1284] A I remember him making his report, yes, sir.

Q Was that all that that consisted of, just a report?

A Yes, he was supposedly telling us what somebody had told him, I don't know. I don't remember the details of what he said now.

Q I refer you to the minutes of the meeting of May 9, 1955, and I ask you whether you can recall Mr. Wilgus' making a complaint about overtime at that meeting?

A Yes. I believe he said that we were requiring them to work overtime and weren't paying them for it, and I be-

VOLUME III

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1958

No. 329

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

CABOT CARBON COMPANY AND CABOT SHOPS, INC.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

PETITION FOR CERTIORARI FILED SEPTEMBER 2, 1958
CERTIORARI GRANTED OCTOBER 20, 1958

lieve, at one time, he asked me what I was going to do about it.

Q What did you tell him?

A I told him, that as far as I knew, that nobody had ever worked without receiving overtime. In other words, we just worked them for eight hours, and we paid them for eight hours.

TRIAL EXAMINER:

Did that have any connection with reporting to work before the bell rang, or something, that has been mentioned here before?

THE WITNESS:

It was either at the start or the end of a tower.

TRIAL EXAMINER:

Was that the occasion he was talking about?

THE WITNESS:

Yes, sir.

I said the bell rang. It may be a whistle.

Q (By Mr. Hillyer) I refer you to the minutes of June 1st, [1285] 1955. I ask you whether you can recall any discussion concerning job bidding?

A Well, I remember the discussion of it. That job bidding was a matter of training around there. Everybody didn't understand it. That's one thing that I have tried to help interpret forty times, I guess, to different people.

Actually, the discussion in there was just kind of, what I would call, a bull session; just one man wondering what would be the best, or what wouldn't be the best. Some of

them, I believe, recommended that we put on maybe a 60 or a 90 day waiting period after a man bid on a job before he would be eligible to bid on another. No decision was made, as I remember. In fact, no outright request for any change was made, I don't believe.

Q I refer you to the meeting of June 29th, 1955, and I ask you whether you can recall any complaint or grievance being made about the heat conditions in the bag filters?

A Petitfils said that some of the men had complained about the heat, and recommended that we buy more air movers. That's a thing similar to a fan, it moves a large volume of air. It runs on compressed air. At that time, we didn't have available air, and I told them that we wouldn't buy any more. Even, if we did buy them, we couldn't run them.

TRIAL EXAMINER:

You mean by that, that you didn't have a sufficient supply of compressed air to run them?

[1286] THE WITNESS:

That's right.

Q (By Mr. Hillyer) I refer you to the minutes of July 27th, 1955, and I ask you whether you can recall any suggestion by Mr. Petitfils concerning a lift truck operator or a printer?

A Yes. He recommended that we put on another one. I don't remember how many we had at that time, or not, but I told him that I would investigate it, and if we determined that we needed it, why, we would put one on.

Q I refer you to the minutes of September 13th, 1955, and I ask you whether you can recall any discussion at that meeting concerning an election proposed to be held?

A That was soon after a meeting — we had our meeting in March, our general superintendents' meeting in Pampa; and there had been some discussion up there as to how they thought the men wanted a wage increase, I believe; wanted it in sick leave, or maybe go on a vacation, or all in money.

And, Mr. Paulsen met with us trying to find out, generally, what the most of the men would like to vote on. I mean, in other words, trying to get some idea of what it was all about, what the men at the Canal plant wanted.

Q Is that the election that you have previously testified about?

A Yes, sir.

Q Who decided what to put on the ballot?

A I thought Management. Mr. Stinson, possibly, I don't know. [1287] He's the industrial relations man.

Q Who held the election?

A Well, I'm not too positive, but I think the ballots were made up in the office and passed out to the foremen. I just can't be positive.

Q Did the Company call the election, or did the plant committee call the election?

A The Company called the election. That was an example of where I think it was all over, Company-wide, all the Southwestern Division, voting at the same time.

TRIAL EXAMINER:

I would like to ask the witness one question. Was that last minute you referred to, September 13th, 1955? I believe that is the last one in the exhibit. Were there any committee meetings ever held after September 13th, 1955?

THE WITNESS:
Yes, sir. We held them once a month. We held them all through 1955.

TRIAL EXAMINER:
Until what time?

THE WITNESS:
December of '55 was the last meeting, I believe.

TRIAL EXAMINER:
What happened then?

THE WITNESS:
At that time, the Union had won the election, and we went ahead, the outgoing committee went ahead and elected officers, but we never did have a meeting. During the Union negotiations, it came out in there, the question where the Union [1288] wanted us to drop the Employee-Management Committee, wanted to discontinue it.

TRIAL EXAMINER:
They never elected a committee for 1956?

THE WITNESS:
They elected them, but they never did take office.

TRIAL EXAMINER:
You actually elected the committee?

THE WITNESS:
Yes, sir, at their request.

TRIAL EXAMINER:

But they never took office?

THE WITNESS:

There never has been a meeting.

Q (By Mr. Hillyer) Were these negotiations, that you spoke of, going on before there was any occasion for the committee to meet?

A I don't remember the exact date. There was nothing fixed about the date of the committee meeting. We tried to have one once a month. There was no fixed date. It varied all through the history of it. I don't remember.

Q Mr. Ayres, for purposes of brevity, we all know what the Cabot Guide is. Now, does the Cabot Guide set forth the by-laws of the committees, including the committee that used to exist at the Canal plant?

A Yes, sir.

Q Do those bylaws state the Company policy with regard to the operation of those committees?

A Yes, sir. I couldn't tell you word for word, but they do. They tell its purpose and procedures.

* * * *

[1289] CROSS-EXAMINATION

Q (By Mr. Bauer) Going back to the meetings concerning which you just testified, I call your attention to the meeting of January 20th, 1954, in which you stated that there was a complaint that the Company did not furnish gloves.

TRIAL EXAMINER:

Do you want the minutes back before you?

THE WITNESS:

I'd like to have them.

TRIAL EXAMINER:

Let's have them back here in case the witness wants to refer to them.

What was that again?

MR. HILLYER:

I'll give you a copy of them as you call for them, if you want them.

MR. BAUER:

January 20th, 1954.

Q (By Mr. Bauer) At that time, employees had to buy gloves wherever they could, did they not?

A Yes, sir.

Q At the time the complaint was made?

A Other than the safety gloves and, occasionally, on certain shipments like cartons where we wanted to keep them clean, why, we furnished them, and they're supposed to have taken them back up afterwards.

[1290] Q But as to those gloves which the employees had to buy themselves, they had to buy those wherever they could, is that correct? They bought them wherever they could?

A Yes, sir.

TRIAL EXAMINER:

Were they required to use them or not?

THE WITNESS:

No, they weren't required to use them.

Q (By Mr. Bauer) But it was advisable for them to use them, was it not?

A Most of them did use them. I think it was advisable. I liked to see everybody wearing them.

Q Mainly, as a safety measure?

A No, not as a safety measure, but to keep your hands — they didn't have to be washed so much, in my opinion. Just the same as you would use gloves for anything else.

Q After that complaint, the Company arranged for the purchase of gloves through a local store, did it not?

A The Company?

Q Yes.

A No, that was an independent deal. One of the committeemen went up the little store up there at Centerville. Dick Mayon, to the best of my recollection, arranged that deal.

Q And, at a later time, the Company bought gloves on its own account, did it not?

A Yes, sir. In our supply room down there, there's a regular store, and we have safety shoes for the men to buy and we de- [1291] cided to get the right kind of gloves, to give them to our employees cheaper, while we were buying them. They could either buy them or not.

Q Later on, they could buy gloves at cost at the company store, is that correct?

A Yes, sir. We put a little clause in there that they had to buy them in carton lots. It was just a matter of book-

keeping and so forth, but we did stock gloves and they could buy them then. It was just a matter of convenience.

* * * *

[1294] Q (By Mr. Bauer) Let me ask this question: How come there was a plant seniority election, Mr. Ayres?

A How come there was a plant seniority election?

TRIAL EXAMINER:

Why was such an election held?

THE WITNESS:

It was requested in a committee meeting one time that we consider it, and Mr. Paulsen told them he would refer the matter to Pampa; and later Mr. Wooley wrote a letter down there, explaining both plant and Company seniority, and told them the Company would offer them, in an election, their choice of which they preferred.

Q (By Mr. Bauer) Turning to the minutes of October 15th, 1954, there was a complaint made about job bidding at that time, is that correct, calling your attention to that complaint?

A I don't believe. All I remember is their changing the policy.

Q Did somebody raise the question about job bidding?

A Sir?

Q Did somebody make —

A I don't believe they did in that meeting.

TRIAL EXAMINER:

I want to tell the witness again: You must not testify to what the minutes say, but only to what your independent

recollection is, after refreshing your recollection from the minutes.

THE WITNESS:

He asked me a question, drawing my attention to the minutes.

[1295] TRIAL EXAMINER:

Just trying to keep you straight, so you won't think you're to tell what's in the minutes. The minutes speak for themselves, and you are being asked of your knowledge of it; and I'm only allowing you to look at the minutes for the purpose of your refreshing your recollection as to the minutes of the meeting he's talking about.

Q (By Mr. Bauer) Referring to the minutes now of November 24, 1954, I call your attention to a complaint —

A I have November 29th.

Q That's right. It is November 29th, 1954, thank you.

I asked you whether there was a complaint made at that meeting concerning a foreman?

A Yes, sir, I believe there was.

Q Who made that complaint?

A Mr. Wilgus.

Q Did Mr. Wilgus mention the foreman's name?

A No, I don't believe he did.

Q Take a look, if you will, at the minutes of January 19, 1955.

A Yes, sir.

Q At that meeting, and apparently at later meetings, complaints were made about the air vents on some of those buildings, is that correct?

TRIAL EXAMINER:

He's looking just at this particular one now. Let's confine it to that one now.

[1296] MR. BAUER:

He testified that, Mr. Examiner.

TRIAL EXAMINER:

The record will show it, if he did.

Q (By Mr. Bauer) Was there anything done as a result of those complaints?

A Well, I testified awhile ago that it was brought to our attention, and as I said, they were supposed to have been on all the time. And I got on the ball, and started trying to expedite them, and we eventually got them on. It might have been six or eight months later, but they were eventually put on.

* * * * *

[1300] Q (By Mr. Bauer) Let us turn to the minutes, Mr. Ayres, of September 13th, 1955. Calling your attention to the discussion about a forthcoming election to determine the sentiments of what the employees desired to vote on, is it not a fact that the employees were asked to express their views?

TRIAL EXAMINER:

On what subject?

Q (By Mr. Bauer) In determining the subjects to be voted on in connection with the choice of benefits, as between pay raises or sick leave?

TRIAL EXAMINER:

All right, answer the question.

A Well, as I remember, the Company was kind of at a loss as to whether they wanted a lot of sick leave, or a little sick leave, or a little money and some sick leave, or something like that. And it was, more or less, trying to find out what the consensus of opinion of all the employees was.

Q (By Mr. Bauer) So, the opinion of the employees was sought [1301] at that meeting, is that correct? You tried to find out how the employees felt about it?

A Yes. I suppose that happened at every plant, for that matter. That was before the ballots were ever made up.

* * * *

[1352] TRIAL EXAMINER BEST:

The hearing will come to order.

Let the record show that this is a resumption of a formal hearing in the case of Cabot Carbon Company, Inc., Case No. 15-CA-777.

This hearing was adjourned at Franklin, Louisiana on June 15, 1956 by a recess to be resumed at Pampa, Texas on July 10, 1956.

* * * *

[1357] ELSA PLANTS,

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER BEST:

Will you state your full name and address for the record, please?

THE WITNESS:

Elsa Plants, 617 North Gray, Pampa.

TRIAL EXAMINER BEST:

All right.

DIRECT EXAMINATION

Q (By Mr. Bauer) Miss Plants, where do you work?

A For Cabot.

MR. HILLYER:

Miss Plants, will you speak a little bit louder. We are having a hard time hearing against that fan.

Q (By Mr. Bauer) What is your job?

A Secretary to Mr. Reno Stinson.

Q How long have you been secretary for Mr. Reno Stinson?

A About eleven years.

Q And has that been a full-time job?

A Yes.

Q Have you been secretary for anybody else during that time?

A Yes.

Q For how long?

A All that time.

Q Who else?

A Mr. James A. McCune.

[1358] TRIAL EXAMINER BEST:
You are still his secretary also?

THE WITNESS:
I am Reno's secretary but I work for both of them.
Q (By Mr. Bauer) Who is Mr. Jimmy McCune?
A Assistant to Mr. Stinson.
Q Mr. Stinson's title is Director of Industrial Relations?
A That is right.
Q Were you ever a member of the Employee Committee at the Cabot organization, Miss Plants?
A For the Pampa Office.
Q Do you recall what year?
A No, I don't. I would have to check.

TRIAL EXAMINER BEST:
Were you elected as a member of the Committee?

THE WITNESS:
Yes, and I have been more than one year.

TRIAL EXAMINER BEST:
Were you a secretary for Mr. Stinson and Mr. McCune at that time?

THE WITNESS:
Yes, sir.

• • • • •

[1360] TRIAL EXAMINER BEST:

Let me ask you this, Miss Plants. Tell me something about this office. This is the main office of all the Cabot organization?

THE WITNESS:

For the Cabot organization, for this division.

TRIAL EXAMINER BEST:

And is it in a commercial building separate from all the other plants and office buildings in Pampa?

[1361] THE WITNESS:

About two blocks from here.

TRIAL EXAMINER BEST:

From the courtroom here?

THE WITNESS:

Uh-huh.

TRIAL EXAMINER BEST:

What kind of offices does the Company maintain in this building at this location where you work?

THE WITNESS:

You mean what type of work do we do there?

TRIAL EXAMINER BEST:

Yes, is it their general headquarters?

THE WITNESS:

Yes, sir, it is. It is where our general manager and his department heads, all except one, have offices, and our Service Departments for the Division.

* * * *

[1365] BRYCE HUBBARD,

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER BEST:

All right, have a seat and state your full name and address, please.

THE WITNESS:

Bryce Hubbard, B-r-y-c-e H-u-b-b-a-r-d, 1229 East Foster Street, Pampa, Texas.

DIRECT EXAMINATION

Q (By Mr. Bauer) Mr. Hubbard, where do you work?
A I work for Cabot.
Q And how long have you worked for Cabot?
A Approximately seven years.
Q What is your job today?
A I am a pilot plant operator.
Q At what plant?
A Research and Development.
Q Is that what they call Mills Research and Development?
A Yes, sir.

Q Are you familiar with the so-called employees committee?

A Yes, sir.

Q How did you know of this committee?

A I first found out about the committee when I first went to work for Cabot through reading a book, "Your Job With Cabot."

Q Who furnished you with that book?

[1366] A The company.

Q Are you now an official of the employees committee?

A Yes, sir.

Q Would you tell us what your position is?

A I represent the pilot plant operators at Research and Development.

Q How long have you been an official of the committee?

A Approximately two and a half years.

TRIAL EXAMINER BEST:

Have you been re-elected each year or has it been running continuously?

THE WITNESS:

Re-elected each year. The first year I was an alternate and I moved in and filled the place of the man that was elected as the committeeman because he transferred from the pilot plant group to the maintenance group. I finished his term and then was elected twice.

TRIAL EXAMINER BEST:

You are not the chairman of the committee?

THE WITNESS:

No, sir.

Q (By Mr. Bauer) Does your committee have a chairman?

A Not at our plant. We have had in past years but we don't this year.

Q Did you ever help conduct any elections for committeemen?

A Yes, sir.

Q What year?

A '54, '55 and '56 years. The elections were held in '54 and [1367] '55.

TRIAL EXAMINER BEST:
What is the name of the plant you are at?

THE WITNESS:
Research and Development.

TRIAL EXAMINER BEST:
That's the name of the plant, Research and Development plant?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER BEST:
Do you have a Union there?

THE WITNESS:
No, sir.

Q (By Mr. Bauer) About how many people work in this Research and Development plant?

A Where I work, about — I couldn't say exactly — 40 some hourly men. That doesn't include all of research. That is the part I am connected with.

Q Is that the plant operators only?

A No, that includes mechanics, utility men and operators and rubber laboratory.

Q Now, would you explain how the election was conducted in 1955?

A Yes, sir, the committee requested that the plant secretary make ballots for us, one for each individual. These ballots were placed in a sealed envelope and were taken to the clock room. Each individual name was on the envelope. He picked up his ballot and voted and dropped his ballot in our suggestion box which is a box we have there in the clock room with a padlock [1368] on it that we use for suggestions. We use it also for our ballot box.

Q Who counted the ballots? Explain how the counting was done?

A The counting was done by two committeemen and the works superintendent.

Q What is the name of the works superintendent?

A Dick Hendricks.

Q Were the election results posted any place?

A Yes, sir.

Q Where were they posted?

A On the bulletin board in the clock room.

* * * *

[1371]. CROSS-EXAMINATION

Q (By Mr. Keenan) Mr. Hubbard, you stated that ballots for a committee election for one of the years was counted by two committeemen and a works superintendent. Just

what part did each of those people play in the counting; how did you accomplish the counting?

A We all three went in the clock room together and got the key.

TRIAL EXAMINER BEST:

Who had the key?

THE WITNESS:

The committeemen, each committeemen has a key to the box. We took our key and unlocked the box and got the ballots out and sat down to the table in the clock room. One committeeman counted the ballots — I mean he called off the names. The works superintendent sat there by him and looked on with him as the committeeman called the names. The other committeeman wrote them down. After the count was finished the committeeman that had done the writing took the ballots and checked them along with the other committeeman and superintendent with the names he wrote down.

Q (By Mr. Keenan) So, I take it, all the works superintendent did was to see that the original count had been an accurate count?

[1372] A That's right.

Q And when you said called off the names, you mean the people wrote down the names of their selection on a ballot and the committeeman would call off that name, like Bryce Hubbard, Bryce Hubbard?

A Yes, sir, there were two names on each. They voted for a committeeman and an alternate and specified which name was a committeeman or which one an alternate.

Q Was that ballot secretly conducted?
A Yes, sir.

* * * *

[1373] TRIAL EXAMINER BEST:
When was the last such election conducted?

THE WITNESS:
I couldn't be sure. It was either in the last part of December or the first part of January. I believe it was the latter part of December, 1955.

* * * *

[1374] BAZEL PETTIT,
the next witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER BEST:
What is your full name and address?

THE WITNESS:
Bazel, B-a-z-e-l Pettit, P-e-t-t-i-t.

TRIAL EXAMINER BEST:
And your address?

THE WITNESS:
White Deer, Texas. My mailing address is Box 275.

DIRECT EXAMINATION

Q (By Mr. Ambrister) Mr. Pettit, by whom are you employed?

A Cabot Shops, Incorporated.

Q And how long have you worked for Cabot Shops?

A About ten years.

* * * *

[1375] Q (By Mr. Ambrister) Mr. Pettit, is there a Union representing employees at Cabot Shops?

A Yes.

Q Do you know whether there is an employee committee at the Cabot Shops?

A You mean workmens' committee?

Q Yes.

A Yes.

Q Have you served on that committee?

A Yes.

Q Now, for clarification, by the committee do you mean the employee committee or the Union committee?

A No, the employee committee.

TRIAL EXAMINER BEST:

You do have a Union at Cabot Shops?

[1376] THE WITNESS:

Yes, sir.

TRIAL EXAMINER BEST:

Chemical workers union?

MR. HILLYER:

All workers, formerly CIO. The other Union was chemical workers, formerly AF of L.

Q (By Mr. Ambrister) When did you serve on the employees committee, Mr. Pettit?

A The last year which was from about March of last year until about March of this year. I don't know the definite dates on that, but —

Q What capacity did you serve in?

A As a committeeman.

TRIAL EXAMINER BEST:

You are not a committeeman at the present time?

THE WITNESS:

No, sir.

Q (By Mr. Ambrister) Do you know when balloting is done for the committeemen, where those ballots are counted?

A Usually in one of the offices.

* * * * *

[1377] TRIAL EXAMINER BEST:

I understood the witness to say he didn't know whether they had any regular place for the counting of ballots.

THE WITNESS:

I know where they were counted once.

Q (By Mr. Ambrister) Where were they counted?

A In Mike Mitchell's office.

Q Who is Mike Mitchell?

A General foreman over the fabricating shops.

Q Do you know what year that was?

A This past election which was in the latter part of February or the first of March.

Q What year?

A This year.

Q Who counted the ballots?

A Myself and a man by the name of Stewart.

Q Was anyone else present at the counting?

A Yes, I believe Carter. I believe it was T. C. Carter, Dick Carter.

Q Who is Dick Carter?

[1378] A He helps the assistant superintendent of all the shops.

* * * * *

Q Did you attend the Central Committee Meeting in Pampa [1379] in 1955?

A Yes.

Q And at that Central Committee Meeting did you speak to any official of the company regarding the frequency of holding employee meetings at the shop?

A Yes.

Q To whom did you speak?

A Mr. Stinson.

Q What did you say in that regard?

A Well, to the exact wording I wouldn't recall. It's in the minutes, but I said something about not having any committee meetings the previous year, I had been told, and I thought it should be, if we were going to have it we should meet and try to do something other than just let it roll along, and that is not exact as the minutes give you, I don't suppose.

Q Did you say anything to Mr. Stinson about asking him how often the meeting were supposed to be held?

MR. HILLYER:
Objected to as leading.

TRIAL EXAMINER BEST:
What did you inquire of Mr. Stinson about it?

THE WITNESS:
I asked how often they should meet, and, of course —
Q (By Mr. Ambrister) What did Mr. Stinson reply?
A I believe he told me once a month.
Q Did Mr. Stinson state anything about talking to any official [1380] of Cabot Shops about holding the meetings more often?

MR. KEENAN:
Objected to as leading.

TRIAL EXAMINER BEST:
Well, he can answer that. Go ahead.

MR. HILLYER:
It is the form of the question we object to, Mr. Examiner. It can be answered yes or no.

TRIAL EXAMINER BEST:
He is directing his attention to a particular matter, He doesn't need to tell what the conversation was.

THE WITNESS:

Yes, and he told me he would talk to Mr. Pickett about seeing about holding them regular or something to that effect.

Q (By Mr. Ambrister) And, repeating, how many meetings approximately were held in 1955?

A Approximately eleven.

Q Mr. Pettit, turning now to the employee committee meetings, actually held in the Cabot Shops in 1955, to your knowledge were minutes kept of those meetings?

A No.

Q How were those meetings called?

A You mean how were we notified?

Q Yes.

A Well, usually Mike Mitchell would come to me and the other committeemen from the tin shop which is in the same building and tell us we would have a meeting at a certain time that day or the next day.

[1381] Q And who is Mike Mitchell?

A He is the general foreman, I believe is his title, of the fabricating shops.

Q Where were those meetings held?

A Usually in his office.

Q Were those meetings held during working hours or after working hours?

A During working hours.

Q Generally speaking, who attended the employee committee meetings?

A Myself, Stewart —

Q Pardon me, who is Mr. Stewart?

A He was the committeeman from the tin shop.

Q Go ahead.

A And a fellow by the name of Pierce who was a com-

mitteeman from the machine shop. Then Mike Mitchell and Hugh Lane.

Q Who is Hugh Lane?

A Hugh Lane is the foreman or general foreman of the machine shop.

Q Were these meetings joint meetings with the Union committee or did they, the employee committee, meet separately?

A Separately.

TRIAL EXAMINER BEST:

Do any members of the committee belong to the Union?

THE WITNESS:

Well, I don't know positively. I think so. [1382] It's not impossible. I mean, whether they are elected, it doesn't make any difference. They can be elected.

Q (By Mr. Ambrister) Turning now to what transpired during the 1955 committee meetings, was there ever any complaint made about a big door at the east end of the building?

* * * *

THE WITNESS:

Yes, sir.

Q (By Mr. Ambrister) Tell us what that was and what was done?

A The complaint was that wasn't safe. There was the possibility of someone closing the door, that is, the bottom half of the door or bottom portion of the door and without first taking the precaution to close the top and always

a chance of it falling out and could fall on someone or at least tear it up.

Q What, if anything, was done about that complaint?

A Well, since then it has been partially fixed.

TRIAL EXAMINER BEST:

Who submitted the complaint?

THE WITNESS:

I did.

* * * *

[1383] TRIAL EXAMINER BEST:

What other complaints? Now, is this in 1955?

MR. AMBRISTER:

'55.

TRIAL EXAMINER BEST:

Do you recall any other matter or complaints that were brought up by the committee in 1955?

Q (By Mr. Ambrister) Just a minute, before you answer that. Give one at a time. Do you recall any other complaints in 1955?

A Well, there was one fellow that came to me about his job [1384] classification which, of course, had to do with his rate of pay and I did mention the matter at a committee meeting.

TRIAL EXAMINER BEST:

What was the nature of that? Who was the fellow?

THE WITNESS:

Jim Bush was the man's name. He was working, I believe drawing helper pay and doing the work that a layout man had previously done and I thought he had maybe a legal gripe and I mentioned it at that meeting.

Q (By Mr. Ambrister) Did you or did you not discuss that on his behalf at a committee meeting?

A Well, sir, it was in his behalf, I mean, in mentioning it it was for him.

Q Did you have any other complaints in 1955 that you raised?

A Oh, I did mention something about tips and tip cleaners and I thought maybe there was a possibility of a savings there which I thought might help us in our incentive plan.

* * * *

[1385] MR. AMBRISTER:

Your Honor, the witness mentioned incentive plan and I asked him if there was anything else said about the incentive plan.

TRIAL EXAMINER BEST:

Go ahead and tell us anything else that occurred in 1955 in your discussions with the committee with regard to the incentive plan.

THE WITNESS:

One thing I want to get straight here. It probably didn't happen in the year '55. It possibly happened in the term '55, in the first month of '56 which is the term of the committee there.

TRIAL EXAMINER:
All right.

THE WITNESS:
It was probably in January of '56 is when it actually — when I actually brought it up. I did this because I felt that maybe that with some changes in the incentive plan the company and also the men could benefit from it financially. I didn't feel that production was as great or as it potentially could be.

TRIAL EXAMINER BEST:
Just tell us what occurred about it.

THE WITNESS:
This was the discussion that went on and as I brought it up —

TRIAL EXAMINER BEST:
What was it you brought up?

THE WITNESS:
That I thought our incentive plan was [1386] inadequate and not true to form as I saw under an incentive plan, which was my opinion.

TRIAL EXAMINER BEST:
Did you bring up any specific remedy for what you proposed or did you bring up any kind of proposal to the company what they should do about it?

THE WITNESS:
I did say that I thought after a little study that I had

made on it I thought it would be better if it would be divided equally among the owners, the employees and the customer. This way I felt would get more business and therefore have a reaon for creating more incentive for the sale of the product.

MR. AMBRISTER:
That's all, Mr. Pettit.

CROSS-EXAMINATION

Q (By Mr. Keenan) Now, let's go to the incentive plan. Where did you bring up that subject of the incentive plan; was that in a meeting?

A Yes.

Q That was one of the meetings in the early part of this year, right?

A I believe probably in January.

Q Now, what had happened, had your incentive earnings dropped off at that time?

A I don't remember how they were at the particular time. They always vary, never exactly the same, high to low.

Q Had they not been dropping off a good deal at the time you [1387] made the gripe?

A I don't know. It's possible. I wouldn't say for sure because I don't definitely remember.

* * * *

Q (By Mr. Keenan) And without going into details, after you [1388] made your complaint, the company did

come forward with an explanation as to why they thought the incentive earnings had dropped off?

A Yes.

Q Now, you perhaps don't agree with that explanation, but in any event it was made, correct?

A Yes.

Q And to your knowledge there has been no change in the incentive plan, has there?

A Not to my knowledge.

Q And you were not attempting to bargain with the company about the incentive plan, were you?

A I was merely presenting my idea.

Q There was a Union in the shop that bargains with the company as to your working conditions, is there not?

A Yes, sir.

Q And your committee does not bargain with the company as to wages, hours or working conditions, does it?

MR. AMBRISTER:

I object to that. That is a legal conclusion as to what constitutes the terms counsel has raised. Let the record speak for itself on that point.

TRIAL EXAMINER BEST:

Well, let the witness explain what matters were brought up and what discussions were had about them.

Q (By Mr. Keenan) Well, did you ever make a demand for an [1389] agreement as to wages to the company?

A No, sir.

Q Did you ever make a demand for an agreement as to hours to the company?

A No, sir.

Q Did you ever make a demand to the company for agreement as to any working conditions?

A No.

Q Therefore, in conclusion, did you ever bargain with the company as to wages, hours, or working conditions?

A No.

Q Now, the Union does do those things, do they not?

A I understand they do.

TRIAL EXAMINER BEST:

Are you a member of the Union?

THE WITNESS:

No, sir.

TRIAL EXAMINER BEST:

What if something had come up concerning your wages or working conditions; would the Union bargain for you?

THE WITNESS:

Well, one Union steward told me he would as quick as he would for anyone else. I haven't seen it tried. I don't know what the deal is.

Q (By Mr. Keenan) You are within the described bargaining unit, are you not?

A Well, every employee falls under that.

Q The Union has a contract, have they not?

[1390] A Yes.

Q Now, is there a suggestion plan in use at Cabot Shops?

A No.

Q Has there been at any time when you were there?

A Yes.

Q Was it abandoned when the incentive plan was put in?

A Yes.

Q Was it not considered that the incentive plan was a substitute or would serve the same purpose as the suggestion plan to an extent?

A Yes.

Q Now, let me ask you this. Was not this matter with regard to tip cleaners something that would have been brought up under the suggestion plan if it had been in effect?

A It could have been.

Q I believe counsel described that as a gripe or complaint. Actually it was not a gripe or complaint, was it?

MR. AMBRISTER:

I didn't describe it as that. I think the witness did.

Q (By Mr. Keenan) Actually a suggestion is a thought to save the company some money?

A Well, I could either gripe about the waste on them or I could suggest we are wasting stuff.

Q In other words, it affected your earnings in a sense because if the company could save some money on tips and [1391] cleaners your incentive wages would go up; that is the idea?

A Yes, sir.

Q And this was a suggestion as to how the company could improve its operations a bit?

A Yes.

Q Can you recall just what that suggestion was?

A I thought that the tips, cutting tips, could possibly be refaced and then those that were beat up on the end that away could be reused as practically new tips and the clean-

ers — there is only about three out of possibly fifteen in a set that ordinarily are ruined, the smaller ones, and I thought that by ordering those three only and replacing them in the kit would be a saving.

Q Now, in an exhibit introduced in this hearing by General Counsel, specifically General Counsel's Exhibit 7-B the objectives and purposes of an employee's committee are listed as follows: Safety, increased efficiency in production, conservation of supplies, materials and the equipment, encouragement of ingenuity and initiative and grievances at non-union plants.

Now, is that in accord with what your committee was supposed to handle?

A Yes.

Q Now, turning again to what either you or I believe it was counsel in this instance termed a complaint or gripe about a door. Was that not a matter that you brought up in connection [1392] with your duties with regard to safety?

A Well, it was certainly a safety factor.

Q That door if left in the condition it was might have blown into the shop and hurt somebody, might it not?

A It could have easily.

Q As a matter of fact you don't think it is completely safe yet, do you?

A No, I don't.

Q And it was because of safety that you brought that up?

A Safety and there was an element of expense had it blown into the shop and torn it up.

Q That would have hurt your incentive earnings, would it not?

A Yes, sir.

Q Now, do you at your plant — does the plant committee participate in the safety inspections?

A No, that is, I believe, done by all of the men of the shop, not just the committee, I don't think.

Q Turning to your testimony relative to the election, you say that you and Stewart counted the election ballots for the election of this year's committee. Is it not a fact that the outgoing committee normally conducts it?

A Yes.

Q And you say Mr. Carter was present at the time the ballots were counted?

A Yes, I believe it was Mr. Carter.

[1393] Q And let me ask you this. Was that election a secret election?

A Yes, each man's ballot was secret.

Q And there was no way of telling who voted for who when you counted the ballots?

A No.

Q Was it a fair election?

A As far as I know.

Q Did Mr. Carter attempt to influence that election to your knowledge?

A No.

Q Did he attempt to interfere with you in any way in your counting of the ballots?

A No.

Q Do you know why he was there?

A Really, no. He just watched us, is all I could say.

Q It is a free country, isn't it?

A Yes.

Q Did anybody object to his being there?

A Not so far as I know, no.

Q Mr. Pettit, to your knowledge has there ever been an objection by the Union at the Cabot Shops to your having a plant committee there?

A Not that I know of.

Q Have you ever been invited or — strike that — has there ever [1394] been a request made to you to meet with the Union committee?

A One of the Union stewards had talked to me about meeting together, our two committees meeting together with management.

Q Do you know of your own knowledge that at one of the company's plant that goes on, does it not?

A I don't know.

Q You don't know that?

A No.

Q You did not carry forward with that suggestion, however?

A No.

Q Will you go over this matter of classification again? What was that gripe or complaint about classification?

A Oh, Jim Bush was doing layout work or at least doing work that a layout man had done and wasn't drawing layout pay and I brought this matter before the attention of the committee.

TRIAL EXAMINER BEST:

Was he a Union member?

A I don't think so at that time. Later I understood he was. I wouldn't definitely state either way as yet. He didn't tell me. That would be the only way I would know.

TRIAL EXAMINER BEST:

Do you know of any reason why he wanted the committee to bring it up rather than the Union?

A No, I don't.

Q (By Mr. Keenan) There is a procedure for filing a formal written grievance, is there not?

A I think so.

(1395) Q You did not file a written grievance on behalf of that man, did you?

A No.

Q Did you do any more than tell the plant manager that he had mentioned that to you?

A I told him that he had mentioned it to me and he felt he had a legal gripe was the reason I brought it up.

Q That you personally thought he was right and you just brought it up in the committee?

A Yes, sir.

Q Now, no action was taken by the company in that regard, was there?

A No, there wasn't anything done about it, if that is what you mean.

Q As a matter of fact you did not have a right to process a grievance for that man; you were not at a Union plant?

A That's right, that is my understanding.

Q And, therefore, you were not processing a grievance?

A No.

Q And the company took no action on it?

A No.

Q Do you recall the company told you such complaints, such grievances, were not to be handled by your committee?

A At the time, I don't think so. While I mentioned this without knowledge and I was told that I was given more or less [1396] of an answer as to why he hadn't gotten a raise, but —

MR. KEENAN:
That's all.

REDIRECT EXAMINATION

Q (By Mr. Ambrister) You mentioned on cross-examination, Mr. Pettit, that after you had given your complaint or whatever you call them about the incentive plan there in Cabot Shops that the company made some explanation subsequently about the incentive earnings. Do you remember how long after you made the complaint that such explanation was given?

A Oh, exactly, no. It was more than a month, I think.

Q Was it within the last month that that was given?

A Yes, within — well, now, I believe there was a little notice put on the board, but our actual explanation as to the figures and how it was figured was given us this past month.

Q That would be in July?

A Yes.

Q In July of 1956?

A I believe that was probably in the last of June.

Q Last of June in 1956?

A Yes, of this year, maybe the first days of this month.

Q And first days of July?

A It could have been the first two or three days.

Q And are you on the committee for 1956?

A No.

Q And when did you make your complaint or whatever you want [1397] to call it about the incentive plan at the employees meeting?

A I believe I said that was probably in January. It was along the latter part of my term, I know.

Q Mr. Pettit, in your direct examination you mentioned several matters which you brought before the attention of the committee in 1955, and in answer to a question on cross-examination by respondent's counsel you stated that you did not handle any matters involving working conditions.

MR. KEENAN:

I object to the quotation of the record. If he wants to have the record read, all right.

TRIAL EXAMINER BEST:

Well, he is just calling his attention to what matter was—

MR. HILLYER:

He is improperly calling his attention, that's the reason we are objecting about it.

TRIAL EXAMINER BEST:

Don't repeat what the witness said, just direct his attention to the subject and then let the witness answer your question on it.

Q (By Mr. Ambrister) Do you consider the matters which you brought before the committee to involve complaints or gripes or suggestions as to working conditions?

MR. KEENAN:

Objected to; conclusion.

TRIAL EXAMINER BEST:

I think he can explain.

A Well, I don't hardly know how to answer that other than, for instance, the big door deal. I might gripe to them about it being unsafe. I mean, it's commonly known, I think, especially [1398] in the shops that if we don't gripe something is wrong, and in that way — well, I don't feel we could carry it too far as a gripe. It was the idea that I thought the door should be fixed for safety factors. I didn't demand or anything.

Q (By Mr. Ambrister) And what did you consider the incentive plan complaint?

A Well, I considered that every man's business who works for the shops that the better his job is done the more pay we draw and that is why we are out there.

Q What did you consider as to the job classification complaint which you raised?

A I considered it the man's business that — Jim Bush — the man I mentioned in his behalf because I thought he deserved a little more.

* * * *

[1402] RECROSS EXAMINATION

* * * *

Q (By Mr. Keenan) Now, the Union is the one that makes the contract that sets forth what wages you get, what vacations you get, what hours you work, what overtime you shall get, all of [1403] that is set forth in the Union contract, is it not?

A Yes; the overtime pay, you mean?

Q Yes.

A Yes.

Q And all of those provisions are set forth in the Union contract?

A Yes, sir.

Q And your committee has nothing to do with the signing or making of contract, do they?

A No.

Q Now, you said you understood your duties as a committeeman from two things; one is you were handed a sheet of instructions which you recalled was similar to the things I read to you?

A Yes.

Q And if you recall, I read you General Counsel's Exhibit No. 7. You had access to the Cabot Guide, did you not?

A Yes.

Q And you also had a book entitled, "Your Job With Cabot," did you not?

A Yes.

Q In addition to that when you were first elected a committeeman are you not along with other new committeemen given a full explanation of your duties as a committeeman by Reno Stinson in Pampa; that's the explanation you referred to, is it not?

[1404] A Yes.

Q And the Trial Examiner asked you where the line between your committee's duties and the Union committee's duties should be drawn, and let me ask you if this is not correct, the Union committee and the Union bargaining as to basic working conditions, you and your committee transmit information to management and in turn receive information from management, isn't that approximately true?

A . As far as I know that is correct about the Union and I wouldn't — we give them information in the idea of suggestions or complaints, whatever you want to call it, and in return we usually get some sort of an answer.

MR. KEENAN:
That's all.

MR. AMBRISTER:
Thank you, Mr. Pettit.

TRIAL EXAMINER BEST:
This committee, this employee's committee, has continued to function as it always has alongside the Union right there in the plant?
A As far as I know.

TRIAL EXAMINER BEST:
Never been any controversy about having both?

THE WITNESS:
Not that I know of.

TRIAL EXAMINER BEST:
Well, from your experience and knowledge of the functionings of this committee in the past and the committee in the functioning at the present time, in your opinion is it a committee that is favorably desired by the [1405] employees as a whole there in that plant or is it something that has been established there for years and years that they just go along with; what is your idea about that?
A Well, actually I think they just more or less go along with it. I mean, as far as it having any power or punch, as

I would put it, it has none, and other than maybe a little bit on the safety factor it's probably a waste of time.

TRIAL EXAMINER BEST:

You don't regard it has any power to do anything more than just get along agreeably with the company and discuss the welfare of the plant and the employees of the plant together at the same time, is that about what it is?

THE WITNESS:

That is about right.

TRIAL EXAMINER BEST:

Beyond discussing it you have no power to do anything about it?

THE WITNESS:

That's right.

TRIAL EXAMINER BEST:

Or make any demands on the company?

THE WITNESS:

That's right. There hasn't been any made to my knowledge. I don't suppose it would make any difference if they did.

* * * *

FURTHER REDIRECT EXAMINATION

Q (By Mr. Ambrister) Mr. Pettit, then, in describing your [1406] opinions and comprehension in effect that the employees committee has at the Cabot Plants you are con-

fining, are you or are you not confining your opinions to the plant at Cabot Shops?

A Yes.

MR. AMBRISTER:

That's all.

FURTHER RECROSS EXAMINATION

* * * *

[1407] TRIAL EXAMINER BEST:

Tell us what occurred at the Central Committee meeting, what matters were taken up, what programs were adopted, what recommendations were made, complaints, or anything along that line that you know of?

MR. AMBRISTER:

Mr. Examiner, the minutes have been stipulated to —

MR. HILLYER:

They are in evidence for a limited purpose only. We did not stipulate as the record will reflect, that the minutes are a complete verbatim report of everything that took place.

TRIAL EXAMINER BEST:

It is my understanding the minutes [1408] would be the best evidence of what is contained in them, and I am not asking what is in the minutes or to contradict anything in the minutes, but just a general plan of operation of the Central Committee, and I would like to know just what arose in a general way without going into details of all of them

as to what did the Central Committee do when they met, how long did they stay in session?

THE WITNESS:

We were here all day long, and in the morning as I recall, was taken up completely with different executives of the company explaining certain phases and what had been accomplished here, and more or less to acquaint us, I presume, of the company in a historical way in the past years, and then in the afternoon, why, we were called back together and there we had more or less a round table discussion of conditions, or whatever each committeeman would want to bring up and talk about from his particular plant, and in my case I brought up about the meetings and when they should be held, regularity of them and things of that nature. There was — I couldn't begin to recall what many of them brought up.

TRIAL EXAMINER BEST:

Did you take any votes on anything?

THE WITNESS:

No.

TRIAL EXAMINER BEST:

You didn't propose any resolutions of any kind?

THE WITNESS:

There was no votes; there was men who made suggestions as to this and would ask Reno why we didn't have [1409] three weeks vacation or a pay raise or something else, but as far as anyone asking for a vote or even hinting such, I don't suppose there was.

TRIAL EXAMINER BEST:

Has this plant committee you have been a member of ever had any expenses to bear of its own, put in any money to defray any expenses of meetings or preparations or any kind?

THE WITNESS:

As far as the men themselves, no, not as far as I know.

TRIAL EXAMINER BEST:

No dues, collected or assessments?

THE WITNESS:

No.

TRIAL EXAMINER BEST:

No money spent to promote the business of the committee?

THE WITNESS:

Not as far as the committee is concerned. The company fed us dinner and gave us a cigar, and that is it.

TRIAL EXAMINER BEST:

Any small expense that might arise the company would defray it?

THE WITNESS:

Yes, sir, as far as I know, all of it.

TRIAL EXAMINER BEST:

All right.

Q (By Mr. Keenan) As a matter of fact you haven't

got any expenses, the Cabot Shops committee, you don't have any expenses?

A No, sir.

* * * *

[1410] A No, I lived here in Pampa at that time.

TRIAL EXAMINER BEST:

Never had any meetings off the company premises?

THE WITNESS:

Other than the Central meeting.

TRIAL EXAMINER BEST:

Well, that was on company property.

THE WITNESS:

It's on company property, their office building.

* * * *

[1411] TRIAL EXAMINER BEST:

The same thing takes place in the plant committeemens meeting, the company brings in whoever they want to meet with the committee and the committee comes in and meets with them, is that right?

A No, in our individual plant meetings we have out there, I can't speak for the rest of them, there never was anyone else present other than the three committeemen I named and the two foremen from the two different shops.

TRIAL EXAMINER BEST:

Who presides over the meeting and just kind of directs the discussions?

[1412] A Mike Mitchell presided over the meetings out there, the foreman over the fabricating shop.

* * * *

[1413] MR. BAUER:

At this time General Counsel marks for identification as General Counsel's Exhibit 24 a series of documents which purport to be minutes of committee meetings held at the Research and Development Plant from September 29, 1955 until May 10th, 1956. The minutes are for minutes held on the following dates: September 29, 1955; February 14, 1955; March 4, 1955; March 18, 1955; April 8, 1955; May 10, 1955; June 3, 1955; July 8, 1955; August 8, 1955; September 9, 1955; September 28, 1955; December 2, 1955; January 6, 1956; February 14, 1956; March 2, 1956; April 13, 1956; April 27, 1956; and May 10, 1956.

* * * *

[1422] MR. HILLYER:

Mr. Examiner, at the conclusion of yesterday's hearing we were not in the position of being able to stipulate to the signatures on certain of the minutes of the R & D Plant. We have checked the signatures and we find that they are the signatures of Mr. Hendricks and Mr. Boyd, R. F. Boyd, and we will stipulate that those are their signatures.

MR. BAUER:

On General Counsel's Exhibit 24 wherever they appear?

MR. HILLYER:

Wherever they appear.

TRIAL EXAMINER BEST:

Who is Mr. Hendricks and Mr. Boyd?

MR. KEENAN:

Supervisors. Boyd is an engineer, both of whom are supervisory employees of the company.

MR. BAUER:

I believe he was head engineer of that department at that time.

NELL TURPEN,

a witness, called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

* * * * *

[1423] DIRECT EXAMINATION

Q (By Mr. Bauer) Mrs. Turpen, would you please tell us where you work?

A I work at the Research and Development Department of Cabot.

Q Is that also known as Mills R & D?

A That's right.

TRIAL EXAMINER BEST:

What capacity?

THE WITNESS:

I am secretary to Mr. Dobbin.

Q (By Mr. Bauer) Would you tell us who Mr. Dobbin is?

A Director of Research and Development of Cabot's, the southwestern division.

Q Do you know Mr. Hendricks?

A Yes, I do.

Q Will you tell us who Mr. Hendricks is?

A He is the maintenance superintendent at our plant.

Q Is that the title which he is known by?

A I believe that to be his title.

Q And did you know a Mr. Bob Boyd?

A Yes, I do.

Q And will you tell us who he is or was?

A He is a chemical engineer and when he was at our plant he was called a group leader.

Q Did he give orders or instructions to people under him?

A There was a group of men under him —

[1424] MR. KEENAN:

We will stipulate that Mr. Boyd was a supervisory employee.

TRIAL EXAMINER BEST:

Allright, counsel for respondent will stipulate.

Q (By Mr. Bauer) You say there were people under him?

A Yes.

Q What were these people under him; whom did he supervise?

A Well, as I understand it some of the junior engineers as well as some of the hourly employees, the fellows who work in the plant.

Q Would that include the operators?

A Some of the operators, yes.

Q And some of the Rubber Lab people?

A No.

Q Would it include some of the maintenance mechanics?

A They are not actually under him. At times they work for him but they are not under his supervision as far as I know.

Q Mrs. Turpen, did you ever attend meetings of the so-called employees committee at Mills R & D?

A Yes, I have.

Q Did you at those meetings keep minutes?

A Yes, that was the purpose of my being there.

Q Will you describe the procedure in keeping minutes?

A When the meeting has been announced, the group who are to attend meet at the time designated, and we take down the [1425] procedures, I mean, just the way the items of business as they come up, we make notes on these items of business and the discussion that is given at that time.

Q Do you make shorthand notes?

A Yes, I make shorthand notes, but I do not try to take the minutes down word for word as they happen. I only make notes and then in writing the notes — well, I take from my remembrance of what has happened and enlarge on my shorthand notes.

TRIAL EXAMINER BEST:

You just take down notes and put it in good English, do you not?

THE WITNESS:

Well, I don't know whether it is good or not.

TRIAL EXAMINER BEST:

Well, just in narrative form?

THE WITNESS:

Yes.

Q (By Mr. Bauer) Would you then transcribe your minutes from your notes?

A Well, it would be better to say I write the minutes from the notes I have. It has to be transcribed, of course, but actually isn't put down exactly what I have in my notes.

TRIAL EXAMINER BEST:

You mean you don't put down word for word like you have in your notes; you put the substance of it?

THE WITNESS:

That's right.

TRIAL EXAMINER BEST:

You don't omit any of the substance of it?

THE WITNESS:

Well, I don't intend to.

Q (By Mr. Bauer) On the whole, do your notes reflect actually [1426] what transpired at the meetings?

A To the best I could put down on paper.

Q I show you minutes which have been previously identified as General Counsel's Exhibit 24, and I am going to ask you to look at each minutes and ask you to tell us whether you prepared that particular minute. I am going to show you a copy of the minutes for the committee meeting held on March 4, 1955 and ask you whether you recognize that minute?

A This is one of the ones that I have taken.

Q According to the procedures that you described?

A Yes.

Q All right, ma'am. I am going to show you a copy of the minutes for the committee meeting held on March 18, 1955 and ask you whether that is one of the minutes you kept?

A Yes, this is another one that I have taken.

Q All these minutes were prepared in the same fashion?

A Yes, they are.

Q I am going to show you a minute covering the meeting of April the 8th, 1955 and ask you whether you prepared that minute?

A Yes.

Q I am going to show you a minute of a meeting held May 10, 1955 and ask you whether you prepared that minute?

A Yes.

Q I show you a minute of the meeting held July 8, 1955 and [1427] ask you whether you prepared that minute?

A I don't remember that particular one. It says I did, so I imagine I did, but I don't remember that one.

Q All right.

A That is a complete one, but usually it has a page where it is signed.

Q It appears to be a complete one but it is all I have.

MR. KEENAN:

I object to the conclusion that it appears to be complete. I have serious doubt whether that is a complete minute.

TRIAL EXAMINER BEST:

Well, let me see it.

THE WITNESS:

Our usual form is for the initials to appear at the bottom, and —

MR. KEENAN:

They usually carry the signature and it seems to me that is an incomplete minute.

TRIAL EXAMINER BEST:

Let me see one that is signed.

MR. BAUER:

Some of the earlier ones didn't carry signatures, Mr. Examiner.

THE WITNESS:

I almost always put my initials on the bottom of mine, and that one didn't have my initials on them.

TRIAL EXAMINER BEST:

Gentlemen, the sheet speaks for itself.

MR. KEENAN:

Well, I was objecting to the conclusion of what it appears to be.

TRIAL EXAMINER BEST:

I know; I am not taking sides with [1428] you or with him.

MR. BAUER:

I go along with that.

Q (By Mr. Bauer) I will show you a minute dated June 3, 1955 and ask you whether you prepared that minute?

A This isn't the same one of that one, that other one we've had. It looks like the same one of the things that were discussed. Yes, I remember this one.

Q You recall the one for June 3, 1955?

A Yes.

Q I will show you a minute for a meeting of August 8, 1955 and ask you if you prepared that?

MR. KEENAN:

That was one of my objections the other day. I believe there is no minute for August 8.

THE WITNESS:

That is August the 5th meeting.

MR. BAUER:

Did I say August the 8th?

MR. KEENAN:

You certainly did, twice.

MR. BAUER:

I correct myself twice.

Q (By Mr. Bauer) And ask you if that is a copy of the minutes held August 5th, transcribed on August 8th, 1955?

A Yes, I fixed this one.

Q I show you a minute for the meeting held September the 9th, 1955, and ask you if you prepared that?

A Yes.

Q I show you a minute of the meeting held September 28th, 1955 and ask you whether you prepared that minute?

[1429] A Yes, I fixed this one.

Q I show you a minute of a meeting held on September the 12th, 1955 and ask you if you prepared that?

MR. KEENAN:

What date was that, sir?

MR. BAUER:

December 12th — December 28th, 1955.

THE WITNESS:

Yes.

Q (By Mr. Bauer) I show you a minute dated January 9, 1956 for a meeting held January 6th, 1956 and ask you if you prepared that?

A Yes.

Q I show you a minute for a meeting held on February 10, 1956 and ask you if you prepared that?

A Yes.

Q I show you a minute for a meeting held on March 2nd, 1956 and ask you if you prepared that?

A No, I did not take this one.

TRIAL EXAMINER BEST:

Let me see the one she said she did not prepare.

Who is the initials "m.r."?

A Murl Reeves.

TRIAL EXAMINER BEST:

Murl Reeves. Do your initials appear on most all of those that you prepared?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER BEST:

And your initials are what?

THE WITNESS:

"n. t."

[1430] Q (By Mr. Bauer) Does your name sometimes appear instead of your initials?

A Yes, it has.

Q I show you a minute for the meeting held April 6th, 1956 and ask you if you prepared that?

A Yes.

Q I show you a minute for the meeting held April 26th, 1956 and ask you if you prepared that minute?

A Yes, I fixed that one.

Q I show you a minute of the meeting held on May the 4th, 1956 and ask you if you prepared that?

MR. KEENAN:

Mr. Bauer, I don't know whether you are inadvertently doing this or not, but your offer as of yesterday stopped on April the 13th, and I am wondering if you are running ahead?

MR. BAUER:

Thank you for calling that to my attention. Let me check on that. You said that my offer stopped at May the 10th?

MR. KEENAN:

April the 13th.

MR. HILLYER:

That was one of the objections we made. You called the minutes of April 6th instead of the 13th.

MR. KEENAN:

And that is where you ended.

MR. BAUER:

I may have been confused at that time.

Q (By Mr. Bauer) Did you prepare that minute?

A Yes, I did.

[1431] Q That was for the meeting of April 6th?

A I don't remember.

MR. BAUER:

What was the last date I asked her about, Mr. Reporter?

(Record read.)

MR. BAUER:

I am going to amend the identification of General Counsel's Exhibit 24 which has not yet been offered in evidence by including therein minutes for the meeting held on April 26th, 1956 and on May 10th, 1956. The witness has just now identified those particular documents in the course of my showing her the minutes of these meetings.

MR. KEENAN:

Was that not a meeting of May 4th?

MR. BAUER:

Of the minute dated May 10th of a meeting held on May 4th.

Q (By Mr. Bauer) Mrs. Turpen, on many of these meetings there appears signatures of certain people. Would you explain how these signatures come to appear on these minutes?

A When we have transcribed the minutes or when we have the finished copy ready to, what we feel is ready to, go out, I always ask a group, not the same ones every time, but a representative of the ones who were in attendance at that meeting, to read them to see if they agree to what I have put down as to what transpired in that particular meeting, and I always have one or maybe two of the supervisors to show to them to sign and one or two of the committeemen to read that particular [1432] set of minutes and after they have read it and if they agree they go ahead and sign, put their name to it agreeing with me as to what happened in that particular meeting, or else they were agreeable to that particular set of minutes to be posted on the bulletin board and go in the hands of the different ones that gets copies.

TRIAL EXAMINER BEST:

Who all got copies?

THE WITNESS:

We have three bulletin boards at our plant. We post one on each one of these bulletin boards. Mr. Hendricks got one; Mr. Dobbin gets one and while Mr. Cobbe was out

there; he was head of the Rubber Lab group, and we gave him one, and one goes to Reno's office. I believe that is all. Then we keep one for the file, of course.

TRIAL EXAMINER BEST:

Does any member of the committee get one?

THE WITNESS:

Well, they went through their hands. I don't think they kept a personal file of those, but the ones that went on the bulletin board was really the committeeman's copy.

TRIAL EXAMINER BEST:

All right. Does some member of the committee or chairman of the committee sign all of these?

THE WITNESS:

It isn't always the chairman, but maybe one of the committeemen.

TRIAL EXAMINER BEST:

At least one member of the committee signs one copy that is posted?

THE WITNESS:

Yes.

[1433] Q (By Mr. Bauer) Was that always the procedure?

A No, not really. I have just been taking the minutes on these meetings for approximately two years, maybe a little better, and I don't know exactly how long they have been taking them but since I have been handling it that has been the procedure that I follow. Before that time I think may-

be they relied on some of the men to write the minutes up and they didn't do that all the time. I am not sure whether those minutes were signed or not.

Q Well, when you first started keeping those minutes, did you always get signatures on them?

A To the best of my memory we have. There were maybe a few, one or two at the first, when I signed them myself as having been the one who transcribed them.

Q In other words, those minutes which did not have a signature of either an employee representative or supervisor had nevertheless been shown to a member of each group before you signed and distributed it?

A I wouldn't say for sure; I don't remember it.

Q You don't?

A No.

Q Did any supervisor or any employee representative ever call any corrections to your attention before they signed the minutes?

A I don't remember of any time that they have been corrected.

[1434] TRIAL EXAMINER BEST:

Did they ever call any revisions to your attention of the minutes that you had made or after you had submitted them to the supervisor or committeemen, did they make any revisions of the minutes you had written up?

THE WITNESS:

No, I don't remember it.

Q (By Mr. Bauer) Did Mr. Boyd ever make any revisions?

A No, he hasn't made any revisions to mine.

MR. BAUER:

Well, I have no further questions at this time, Mrs. Turpen. These gentlemen may want to ask you some.

CROSS-EXAMINATION

Q (By Mr. Hillyer) Mrs. Turpen, I take it from the fact that there are dates shown in the minutes and that are later than the date of the meeting that frequently a number of days elapsed between the date of the minutes and the meeting and the date when you wrote up the minutes, is that correct?

A That's right.

Q Now, in writing up the minutes you were expanding your notes as you have testified and you were relying somewhat on your memory of what had taken place at the meeting several days before?

A That's right.

TRIAL EXAMINER BEST:

You also relied on your notes, too?

THE WITNESS:

Sure.

Q (By Mr. Hillyer) Let's go through the steps in taking your notes and transcribing the minutes. Were the notes that you [1435] took at the meeting verbatim notes of everything that was said and done or were they just shorthand notes and from your own memory?

A They were not verbatim notes. I just took the subject material and the discussion, what was important, what I considered important points of the discussion. I made notes of that and any additional material that I was able to get.

By that I mean what my shorthand ability allowed me to take.

Q You are not a court reporter, I take it?

A No, I am not.

Q And these meetings were sort of round table discussions and rather difficult to take everything down?

A That's right.

Q Then, is it correct to say that your notes were summaries of what you considered important and what you were able to get down?

A That's right, and many of the words are mine, too. I mean I didn't try to make statements exactly as the fellows made them. I reworded them in my own words. It was all right with them for me to do that and I did.

Q And when you came to write up the minutes from your notes, as I understood your testimony, you would then expand somewhat on your notes, relying on your notes and on your memory of what had occurred?

A That's right. Many of the notes were merely notations, not [1436] complete sentences and not connected, and that is the way I wrote them up.

Q And when you come to write up the minutes in minute form you would put that in your own words?

A That's right.

MR. HILLYER:

That's all. Thank you, Mrs. Turpen.

TRIAL EXAMINER BEST:

Just a moment.

REDIRECT EXAMINATION

Q (By Mr. Bauer) When you got the signatures of the employee committeemen and supervisory officials, Mrs. Turpen, that was after you had gone through all the steps, was it not, which you have just testified to on cross-examination?

A Yes.

Q At the time that you transcribed from what ever notes you had taken was your recollection of what had occurred fresh in your mind?

A Well, I felt reasonably so and I was relying on the fellows who read the notes. If they found any glaring discrepancies we would rework it.

Q At the time you remembered the meetings quite well, did you not?

A I felt I did.

TRIAL EXAMINER BEST:

Were your written notes kept full enough to direct your attention to anything of substance that had occurred during the meetings?

[1437] THE WITNESS:

Yes, and I think the fact that my notes didn't have to be corrected bears that out.

MR. BAUER:

No further questions, Mrs. Turpen.

THE WITNESS:

I am free to go now?

TRIAL EXAMINER BEST:
Yes, Mrs. Turpen, you may be excused.

Before you go, let me ask you one question there. Let me see those notes. Come back just one minute. There is one thing I want to ask you.

Who is Mr. Curt B. Beck?

THE WITNESS:
He is an engineer at the plant and he is an assistant to Mr. Dobbin.

TRIAL EXAMINER BEST:
On the minutes of April 27th, 1956 —

THE WITNESS:
I wrote that.

TRIAL EXAMINER BEST:
— I notice your initials follow his signature. You wrote his signature for him?

THE WITNESS:
On that particular one I did.

TRIAL EXAMINER BEST:
Do you recall the circumstances of that?

THE WITNESS:
He evidently was not there to sign it. I don't remember that particular time. If you notice we don't usually type the names or I don't type the names for the fellows. I did

for that one. Curt was not there and the minutes were ready to go out and I signed in his place. We have to catch the fellows when they are there. They are out-of-pocket sometimes and I don't type their initials usually, but on that particular [1438] one I did. That is not a practice. I mean, we don't do that often.

TRIAL EXAMINER BEST:

Let me call your attention to the minutes of January 9th, 1956. F. B. Hubbard, who is he?

A He was one of the committeemen.

TRIAL EXAMINER BEST:

Is he the same as Bryce Hubbard?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER BEST:

Did you copy his signature there?

THE WITNESS:

Yes, that one, too; the same situation. He was not there to sign at that particular time. They work tour and he was not at the plant at that particular time. On this particular one there, Clay Foster — he was another committeeman — and he signed it and Dick had signed it and I just added the other signature because Hubbard was not there.

TRIAL EXAMINER BEST:

Were you authorized by him to sign his name?

THE WITNESS:
No, I was not.

TRIAL EXAMINER BEST:
In neither case you were not authorized; you just did it in order to complete the form?

THE WITNESS:
That's right, just so it could get on up before the fellows.

TRIAL EXAMINER BEST:
Did they raise any objection to that?

THE WITNESS:
No, they have never said anything about it.

TRIAL EXAMINER BEST:
They accepted it afterwards?

THE WITNESS:
That's right.

[1439] TRIAL EXAMINER BEST:
That is all. I have.

MR. HILLYER:
I have a few more questions.

MR. BAUER:
I have one more question.

MR. HILLYER:
All right.

Q (By Mr. Bauer) Did you ever sign the name of a supervisor or official in his behalf?

A One of the signatures he questioned is a supervisor. Curt Beck is one of the signatures I signed there.

Q Did you do that at any other time?

A I don't remember. I don't recall that I have and I didn't recall that until I saw those.

Q When you signed in behalf of another person would your initials appear next to the signature?

A Yes, they are.

TRIAL EXAMINER BEST:

Was that for the purpose of having all the signatures complete when posted?

THE WITNESS:

That's right. I felt any of the fellows' name on there was all right. I didn't go to the same one on each one for their signatures. It was just the fact that there would be a signature there and absolutely no formality about it.

TRIAL EXAMINER BEST:

And you went ahead and posted it?

THE WITNESS:

Yes.

Q (By Mr. Bauer) I am going to show you a copy of the minute of June the 3rd, 1955 which does not bear ten written [1440] signatures but has three signatures with the parenthetical letters "s.g.d."

A This is copied from our original copy and that is the reason it doesn't show their signatures, I imagine.

Q Did the original copy have the signatures?

A Without seeing that original copy I don't know, but I assume they did.

Q Did you copy that particular minute?

A No, I did not. I don't recognize that typewriter. It isn't mine.

MR. BAUER:

Gentlemen, would you know where the original of this minute is?

MR. KEENAN:

We wouldn't. I don't know whether it is available or not. We requested the company to secure us the minutes and that is what they gave us.

THE WITNESS:

I believe it is on file at our plant. It should be.

Q (By Mr. Bauer) You think you may have a signed copy out at the plant?

A We should have.

Q Well, after you leave here, Mrs. Turpen, would you please check on that?

A Would you make a note of the date on it, please?

Q I will do that.

Is there now a complete set of minutes in your office?

[1441] A No, there is not. We have what we have.

MR. KEENAN:

I might add that that set of minutes I have handed to you was assembled from as many sources as possible. Although

you have been critical on this record in criticizing me for my delay in getting them to you it was in an effort to get a complete set was the reason the delay was occasioned. I feel the original is not available is the reason you got the copy. The original may be available.

MR. BAUER:

Do you know where the copy came from?

MR. KEENAN:

I don't know, and I don't know if it is complete. We got what we could. I don't know their system —

MR BAUER:

I have no further questions, now, Mrs. Turpen. I think Mr. Hillyer has some questions.

TRIAL EXAMINER BEST:

You may be excused.

MR. HILLYER:

Mr. Examiner, I have some questions now.

TRIAL EXAMINER BEST:

Go ahead.

RE-CROSS EXAMINATION

MR. HILLYER:

Mrs. Turpen, I take it from your testimony that these minutes were handled in a pretty informal fashion?

A They are, really.

Q And the meetings themselves are pretty informal?

A They are.

MR. BAUER:

She didn't testify to that.

MR. HILLYER:

Well, I am asking her now.

TRIAL EXAMINER BEST:

She is testifying to it now.

[1442] (By Mr. Hillyer) Now, Mrs. Turpen, you did not, as I understand it, you did not take down verbatim the conversations at the meetings; you just took down that which you thought was important and should be taken down?

A That's right.

Q That is correct, is it not?

A Yes.

Q Therefore, if there was something that you did not consider particularly important you would not necessarily put that in the minutes that were finally transcribed?

A That's right.

Q That is correct, is it not?

A That's right.

Q So the minutes that were finally transcribed represented a combination of your memory and what you thought was important that was discussed?

A That's right.

MR. HILLYER:

That's all. Thank you.

MR. BAUER:

But insofar as you included those matters, Mrs. Turpen, they were correct, were they not?

THE WITNESS:

That's right.

MR. BAUER:

That's all.

Q (By Mr. Hillyer) There is no doubt, Mrs. Turpen, as far as anybody is concerned that when you mentioned a subject in your minutes that that subject was discussed at the meeting. [1443] Now, what I would like to know is whether the fact that a subject is shown in your minutes necessarily means that your minutes disclose all of the discussions about that subject?

A No, it doesn't carry a full word-by-word discussion. The fact that it's there shows it was discussed, but the full discussion, I would say, is never all down.

Q And the words that were used and the phraseology are your phraseology and not necessarily the phraseology that was used at the meeting?

A That's right. It may carry part of it. It's mine, generally mine.

MR. HILLYER:

Thank you.

FURTHER REDIRECT EXAMINATION

Q (By Mr. Bauer) Is it a combination of the two, frequently?

A Well, it was bound to be. It would coincide all the time. I couldn't miss all the time, I hope.

Q Insofar as you summarized the subject of a particular subject you mentioned in a meeting that was the correct summary, was it not?

A Would you ask that again?

MR. HILLYER:

Object to leading.

TRIAL EXAMINER BEST:

I think we have been over that very thoroughly. She says she summarized the minutes in her notes and from her memory. You did as near as you could from your notes and your memory correctly transcribe these minutes as you [1444] knew how to do it?

THE WITNESS:

I sure did.

MR. BAUER:

I think that's all, Mr. Examiner. No further questions.

TRIAL EXAMINER BEST:

That is all. You may be excused.

* * * * * *

MURL REEVES,

a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

* * * *

DIRECT EXAMINATION

[1445] Q (By Mr. Ambrister) Mrs. Reeves, by whom are you employed?

A Cabot Carbon Company.

Q What branch?

A Research and Development.

Q And for how long have you been employed there?

A Two years.

Q What is your job at the R & D Plant?

A My classification is stenographer.

Q And what are the duties you perform?

A General office work, keeping of records and that sort of thing.

Q For whom do you work?

A A group of engineers.

Q And do you also work for someone else?

A I work with the plant people. I take work from everyone.

Q Now, in general, describe what type of work you do for the plant people as opposed to the engineers?

A Any announcements to be typed up or some time records to be handled, their laundry and insurance records.

Q Have you ever taken any minutes of any employee committee meetings at the R & D Plant?

A Twice.

Q I show you a minute of an employee committee meeting of the Research and Development Plant dated September 29, 1955 and identified as part of General Counsel's Exhibit 24 and ask you [1446] if you took the minutes of that meeting dated September 29, 1955?

A Yes, I took notes in the meeting.

Q And as a result of your taking notes in the meeting was the copy of the minutes taken?

MR. KEENAN:

Object to as leading. He can ask the witness what happened. He doesn't have to lead her.

TRIAL EXAMINER BEST:

After taking the notes of the meeting did you write up the minutes?

THE WITNESS:

I typed up the minutes from my notes, yes, sir, but I actually had a little help in writing them up a little later.

TRIAL EXAMINER BEST:

Go ahead and explain.

Q (By Mr. Ambrister) Go ahead and explain.

A Because probably I wasn't in the habit of taking the minutes and Mr. Boyd was going to help me draft the minutes, which he did.

Q Who is Mr. Boyd?

A He is one of the engineers who at that time was in charge of the pilot plant.

Q Is this Mr. Boyd's signature?

A Yes, sir.

MR. AMBRISTER:

I state for the record, Mr. Examiner, that I have pointed to the signature of R. S. Boyd on the minutes at the Research & Development Laboratory dated September 29, 1955.

[1447] Q (By Mr. Ambrister.) I now show you a copy of the minutes of the meeting at the same plant of the employer-employees' committee dated March 2nd, 1956 and ask you if you remember taking the minutes of that meeting?

A I am sure that was the one.

Q I show you a signature of R. S. Boyd —

MR. KEENAN:

We have already stipulated, Mr. Examiner, that the signatures of R. S. Boyd on these documents are his signatures.

MR. AMBRISTER:

Very well, Your Honor, I would like that the minutes of the meeting of September 29th, 1955 and the minutes of March 2nd, 1956 be admitted into evidence as part of General Counsel's Exhibit No. 24.

MR. BAUER:

And also that the rest of General Counsel's Exhibit 24 be admitted into evidence.

TRIAL EXAMINER BEST:

All right, if the witness has identified both of them, the minutes of the particular meeting, they will be admitted.

MR. HILLYER:

May I have an objection?

TRIAL EXAMINER BEST:

Surely.

MR. HILLYER:

We object to the introduction into evidence at this time

of these documents for the reason they contain hearsay matter and we object to any conclusion of fact which might be drawn from the contents of the minutes. The objection is levelled more at the effect of the minutes than at their [1448] admissibility from evidence.

MR. AMBRISTER:

Mr. Examiner, we ask that these minutes speak for themselves and we also say the Examiner has already ruled on the admissibility of these minutes.

TRIAL EXAMINER BEST:

When?

MR. AMBRISTER:

Just now.

TRIAL EXAMINER BEST:

Well, I didn't know he was raising an objection.

Gentlemen, these documents, as I understand it, were furnished by the respondent to the General Counsel and Counsel for the General Counsel has introduced these exhibits as being the minutes of these meetings. They have been identified by the secretaries appointed to take the minutes at the time. It has been testified that they wrote up the minutes from the notes taken and in connection with their memory of what transpired. Maybe in the present case she was assisted somewhat by a supervisor of the respondent, but they were approved by both supervisors and members of the employees' committee, and I certainly think they are competent as evidence of things that transpired at these meetings.

Now, subject to any supplementation that might be made of things that were not reported in detail might be competent also, and I think under those circumstances they might be subject to contradiction if there is better evidence available as to the exact details that were put in these minutes. I certainly think [1449] they are competent.

MR. HILLYER:

That is the effect of my objection. It goes to the effect of the minutes rather than their present admissibility.

TRIAL EXAMINER BEST:

I don't know —

MR. HILLYER:

We are satisfied with the Examiner's ruling. I am just indicating that.

MR. BAUER:

Well, we are satisfied with the ruling, too, but we want to make it clear on the record that it is obviously clear that these minutes are not only admissible but the contents as to the truth thereof, subject to the limitations you have just stated. That is so because these minutes have been made in the course of business and because they constitute what transpired at these meetings.

TRIAL EXAMINER BEST:

Subject to the limitations stated they may be admitted in evidence as General Counsel's Exhibit No. 24.

* * * *

CROSS-EXAMINATION

Q (By Mr. Keenan) Now, you testified that you had the assistance of Mr. Bob Boyd in rewriting those minutes, is that [1450] right?

A Yes.

Q As a matter of fact you wrote up one draft and he either with or without the assistance of your notes wrote up an additional longhand draft, is that not right?

A Yes, sir.

Q It was then that you typed the minutes as they now stand from Bob Boyd's longhand record?

A Yes, sir.

* * * *

[1453] Q (By Mr. Keenan) You have just testified that Bob Boyd wrote up a longhand draft of the minutes, is that not right?

A Yes, sir.

Q And you thereafter typed word for word what Mr. Bob Boyd wrote, did you not?

A I believe I did.

Q And then you submitted that finished work as well as the longhand draft back to Mr. Bob Boyd?

A I laid it on his desk.

Q And insofar as you know the longhand draft was destroyed and the typed copy posted?

A Yes, sir.

Q And it is the typed copy we have before us?

A Yes, sir.

Q And you had taken some shorthand notes, is that not so?

[1454] A Yes, sir.

Q And you had written a rather longer draft of the minutes from those shorthand notes, had you not?

A Not appreciably so; maybe a little wordier.

Q A little wordier?

A Yes, sir.

Q Do you know where that draft is?

A I destroyed it. I kept it for some time, but it had no meaning so I just threw it away.

* * * *

[1459] Q (By Mr. Keenan) Mrs. Reeves, is it not a fact that Art [1460] Dobbin came into that meeting a little late?

A Yes, sir.

Q Now, so that when you recorded him as being present or when he was recorded as being present at the meeting he was not present at the beginning?

A No, sir.

Q He came into the meeting a little late. Did he not say that he had made a mistake or a booboo about the wage raise?

A I don't recall what he said about it. It was just significant to me he had made some sort of slipup.

Q Slipup about the wage rate; and did he not also say that he had just finished talking to Reno Stinson?

A I recall that.

MR KEENAN:

That's all.

* * * *

[1472] HARMON STUMP,

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER BEST:

Give us your full name and address.

THE WITNESS:

Harmon Stump.

TRIAL EXAMINER BEST:

And what is your address?

THE WITNESS:

Kermit, Texas.

DIRECT EXAMINATION

Q (By Mr. Bauer) Where do you work, Mr. Stump?

A At the Kermit Plant.

TRIAL EXAMINER BEST:

Kermit Plant?

THE WITNESS:

Kermit Plant, yes, sir, Carbon Plant.

Q (By Mr. Bauer) That is the Kermit Plant of the Cabot Company?

A Yes, sir.

Q What is your job?

A Electrician.

Q How long have you been working at the Kermit Plant?

A Three and one-half years.

Q About how many employees work in the Kermit Plant?

A Around 45, that is, including summer employees, school boys.

[1473] Q About how many summer employees are there?

A Oh, about seven.

Q Are you familiar with the employee committee system?

A Yes, sir.

Q How did you find out about that?

A Oh, when I first went to work for the company we had a little handbook and it was in the handbook.

Q Have you ever been a committeeman?

A Since January of this year.

Q Did you vote in the final election for committeemen that was held?

A In the final?

Q Did you vote in the final election for committeemen which resulted in your election?

A Yes.

Q Will you describe the method of voting in the election?

A In the final election?

Q Yes, sir.

A They pinned a little piece of paper to each man's card with four mens' names on it who were nominated beforehand and when we punched out we marked the two names we didn't want.

TRIAL EXAMINER BEST:

Struck out two names you did not want?

THE WITNESS:

Yes, sir, and then we dropped the ballot in the ballot box and the results were posted on the bulletin board.

[1474] Q (By Mr. Bauer) Now, while you were a committeeman this year have you ever handled any grievances or complaints?

A There is only one complaint that I was asked to handle.

Q Would you explain that, please?

A The man thought he wasn't treated properly on the merit system and he asked me to speak to his supervisor.

Q Did you speak to his supervisor thereafter?

A Yes, sir.

Q Did you speak to anybody else?

A I also spoke to the assistant superintendent.

Q And who was that employee who came to you on this matter?

A His name was Bright.

Q Are you familiar with the functions of committeemen, Mr. Stump?

A Yes, sir.

Q Where did you find out what committeemen are supposed to do?

A Oh, we have company by-laws. That's in the office.

Q Were those by-laws contained in a document known as a Cabot Guide?

A No, it's separate. It may be in the Guide, but I don't know for sure.

TRIAL EXAMINER BEST:
Have you ever seen the Guide?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER BEST:
Where did you see it?
[1475] A In our company office.

TRIAL EXAMINER BEST:
They just keep the Guide in the office?

THE WITNESS:
Yes, sir, however, it's available to us any time that we want it.

TRIAL EXAMINER BEST:
Then they had this employees handbook in addition to that they give to the employees?

THE WITNESS:
They have revised the handbook two or three times since I have worked for them.

TRIAL EXAMINER BEST:
They have what?

THE WITNESS:
They have revised the handbook two or three times since I have worked for them.

TRIAL EXAMINER BEST:
Is there any Union at the Kermit Plant?

THE WITNESS:
No, sir.

TRIAL EXAMINER BEST:
Has there ever been one?

THE WITNESS:
No, sir.

* * * *

[1477] Q (By Mr. Bauer) Did you see a set of by-laws of the employees committee?
A Yes, sir.

* * * *

[1478] CROSS-EXAMINATION

Q (By Mr. Hillyer) Mr. Stump, do you remember who handled the election at which you were elected to the employees' committee; was it the outgoing committee?
A It was the outgoing committee.
Q Was that election conducted by secret ballot?
A Yes, sir.
Q As far as you know, was it fairly conducted?

MR. BAUER:
Object.

TRIAL EXAMINER:
Objection overruled.

THE WITNESS:
It was as far as I know.

Q (By Mr. Hillyer) Did the company make any effort to [1479] influence the result of that election so far as you are aware?

A No.

Q In your duties as a committeeman has any representative of management ever sought to interfere with your actions as a committeeman?

A No.

Q Has any representative of management ever sought to control your actions as a committeeman?

MR. BAUER:
Objection.

TRIAL EXAMINER BEST:
Objection overruled.

A No, sir.

Q (By Mr. Hillyer) How many meetings has your committee held since you have been elected?

A The committee hasn't called any meetings.

Q And I believe you testified to one complaint that you have handled?

A Yes, sir.

Q Was that complaint handled in a meeting?

A No, sir.

Q I take it you just handled it individually with the supervisor?

A Yes, sir.

Q In connection with your position as an employee committeeman have you ever attended a meeting at Pampa at which all employee committeemen, or rather, at which various employee committeemen [1480] attended?

A Yes.

TRIAL EXAMINER BEST:

When was that?

THE WITNESS:

I believe it was in March.

TRIAL EXAMINER BEST:

1956?

THE WITNESS:

Yes, sir. I don't know the exact date.

Q (By Mr. Hillyer) Can you recall whether at the beginning of that meeting you had a meeting that was attended by both the committeemen and the superintendents?

A There was.

TRIAL EXAMINER BEST:

Was that before the meeting of the Central Committee or the same time?

THE WITNESS:

It was before the meeting of the Central Committee.

TRIAL EXAMINER BEST:

You had a meeting of the superintendents of the plants and the members of the employees committee?

THE WITNESS:
No.

MR. HILLYER:
Mr. Examiner, I am about to bring that out.

TRIAL EXAMINER BEST:
All right.

THE WITNESS:
It was more or less a congregation of everybody that was here.

TRIAL EXAMINER BEST:
Go ahead.

Q (By Mr. Hillyer) At that morning session that everybody attended wasn't that sort of a prepared program?

* * * * *

[1481] Q (By Mr. Hillyer) Just what takes place at that first general group meeting?

TRIAL EXAMINER BEST:
What did?

Q (By Mr. Hillyer) What did take place in 1956?

A Just a list of speeches.

Q Who made the speeches?

A Mr. Burdette did.

TRIAL EXAMINER BEST:
Who is he?

[1482] THE WITNESS:

He is the general manager of the Western Division of Cabot Carbon Company.

TRIAL EXAMINER BEST:

All right.

THE WITNESS:

Well, he told us about the production of the carbon plants in the last year and also the gasoline plants and what they expected to do in the coming year, and he also said that he believed we were about due for a raise increase, however, on account of Cabot's fiscal year they couldn't do that until in the fall of the year.

Q (By Mr. Hillyer) Was there any audience participation in that meeting?

MR. BAUER:

Objection.

TRIAL EXAMINER BEST:

Objection overruled. Go ahead.

A No, sir.

Q (By Mr. Hillyer) Now, after —

TRIAL EXAMINER BEST:

About this audience; there was bound to have been an audience. Let's let the witness clarify that. A man can't speak without speaking to an audience unless he gets in the woods.

MR. HILLYER:

If Counsel will let me lead just a moment I think I can clear that up in just a few seconds.

Q (By Mr. Hillyer) That morning meeting is a combination of speeches of various company officials, isn't that the way it happened in 1956?

A Yes.

[1483] Q And they spoke from a platform or from the table and everybody else sat out in the audience and listened?

A Yes, sir.

Q Did anybody in the audience as far as you can remember ask questions or bring up subjects for discussion at that part of the meeting?

A I don't remember as they did.

TRIAL EXAMINER BEST:

It was just a formal speech, wasn't it? Like talking to a congregation of people?

THE WITNESS:

Yes, sir.

Q (By Mr. Hillyer) Now, after that meeting was over what happened to the superintendents as far as you know who had attended that meeting?

A Well, they had a gathering of their own, I suppose.

Q Did they leave your meeting?

A Yes, sir.

Q And what happened then as to a meeting at which the employees committeemen were present?

A Well, we met with Reno Stinson and we all sat around the table and, of course, you have the minutes of the meeting as to what took place.

Q Could you describe the nature of the discussion that went on without mentioning the subject matter, but just the general nature of the discussion?

TRIAL EXAMINER BEST:

With Mr. Reno Stinson, you have [1484] reference to?

MR. HILLYER:

Yes.

A You mean how he conducted the meeting?

TRIAL EXAMINER BEST:

Everything that happened; who conducted the meeting, who talked, and everything that happened that you know of.

THE WITNESS:

Well, of course, he opened the meeting up and read the minutes of the last group meeting and then after that was over he asked if there was any discussions to be made or — I don't remember what all he said then.

Q (By Mr. Hillyer) Was there a general discussion; was it a formal meeting where Reno would only recognize certain people?

A No, it was an informal discussion.

TRIAL EXAMINER BEST:

Anybody that wanted to say anything, they could get up and say it?

THE WITNESS:

Yes, sir.

Q (By Mr. Hillyer) Now, can you remember whether

at that meeting there was an amendment voted on to the by-laws of the employees' committee, sir?

A Yes, sir.

Q Who voted on that amendment; I am not speaking of names —

A Well, everybody that attended; the committeemen.

Q The committeemen voted on the amendment?

* * * *

[1485] REDIRECT EXAMINATION

Q (By Mr. Bauer) Mr. Stump, the meeting you hold us about which was held in the morning of the day the committee met was not a Central Committee meeting, was it?

A No, sir.

Q Now, going back a minute to this problem which you handled for Mr. Bright while you were a committeeman. Did you handle that complaint for Mr. Bright in your capacity as a committeeman?

A Yes, sir.

* * * *

[1487] R. C. BLACKSHEAR

a witness called by and on behalf of the General Counsel, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER BEST:

Give us your full name and address.

THE WITNESS:

R. C. Blackshear, Big Spring, Texas.

DIRECT EXAMINATION

Q (By Mr. Bauer) Now, Mr. Blackshear, where do you work?

A Cabot Carbon.

Q What plant?

A The Dixon Plant.

TRIAL EXAMINER BEST:

Dixon Plant?

* * * *

Q (By Mr. Bauer) How long have you worked at the Dixon plant?

[1488] A Four years the fifth of July.

Q How many employees are there at the Dixon Plant?

A I wouldn't know exactly, but around 80 I would say.

TRIAL EXAMINER BEST:

What is your job?

THE WITNESS:

Second class mechanic.

Q (By Mr. Bauer) Who is the superintendent of the Dixon Plant?

A Dave Davenport.

Q And who is the assistant superintendent?

A F. A. Bradford.

Q Now, have you ever been an employee committeeman?

A Yes, sir.
Q When?
A Beg your pardon?
Q When?
A When?
Q Yes.
A At this plant for the past three years.

TRIAL EXAMINER BEST:
Now, are you still a committeeman?

THE WITNESS:
Yes, sir.
Q (By Mr. Bauer) Where do you get your instructions as to your duties?
A From the by-laws.
Q Is one of your duties the processing of grievances?
A Yes, sir.

[1489] TRIAL EXAMINER BEST:
What are your other duties; let him kind of tell me what his other duties are.

THE WITNESS:
They are safety, and the direct communication between the men and the management, but mostly the safety and suggestion plan. We have a suggestion plan. When we have suggestions we go over them and we review them and see if they merit an award. If they do we give an award, recommend they be given an award.

TRIAL EXAMINER BEST:

You say you act as communication between the men and management; with respect to what kind of subject or matters?

THE WITNESS:

Well, maybe sometimes it might be if it was such a thing as dissatisfaction among them, something to do with the lighting or safety hazards around the place or something of that nature. We have the privilege of going to the superintendent with it and discussing it with him.

Q (By Mr. Bauer) Mr. Blackshear, have there been any meetings since you have been a committeeman?

A Yes, sir.

Q Have you attended all of them?

A As far as I know. I wouldn't be for sure.

Q Were there minutes kept of all the meetings?

A No, sir, not all of them.

Q When were minutes kept?

A I believe '53, I believe, was the last one.

[1490] Q Who kept the minutes?

A I wrote them down myself.

Q Were they typed up?

A Yes, sir.

Q And by whom?

A The plant clerk.

Q Were they posted?

A Yes, sir.

Q Where?

A On the bulletin board.

Q I am going to show you documents marked for identification as General Counsel's Exhibit No. 25 which purports to be two minutes of the meetings of the employees'

Committee at the Dixon Plant held on February 26, 1953 and June 10, 1953, and ask you whether you recognize those minutes.

(Thereupon the documents above referred to was marked General Counsel's Exhibit No. 25 for identification.)

Q (By Mr. Bauer) Do you recognize those minutes, Mr. Blackshear?

A Yes, sir.

Q Are they the minutes you prepared?

A Yes, sir.

Q Actually they are copies of the minutes you prepared, are they not?

[1491]. A Yes, sir.

MR. BAUER:

I offer General Counsel's Exhibit 25 into evidence.

MR. KEENAN:

May I take him on voir dire?

TRIAL EXAMINER BEST:

Yes.

VOIR DIRE

Q (By Mr. Keenan) Mr. Blackshear, you are not a court stenographer, are you?

A No, sir.

Q Do you know shorthand at all?

A No, sir.

Q You wrote those minutes up, but you didn't write down everything that took place in those minutes, did you?

A No. When a subject was brought up I usually tried to get the highlights of it, what was needed, necessary to put on paper.

Q You did that in longhand; you would take notes, or did you do it after the subject was over?

A. Most of it I would just take notes. If it was a very long conversation, something that required more writing, I would just jot down what I could and would go back and reword it.

Q I see. You don't purport to have written down everything that was said about any particular subject?

A No, sir.

MR. KEENAN:

Subject to the witness' testimony I have no [1492] objection to the exhibit.

TRIAL EXAMINER BEST:

Let me see that document you are introducing.

All right, subject to the conditions under which the other minutes were introduced and the testimony of this witness it may be admitted in evidence.

(The documents heretofore marked General Counsel's Exhibit No. 25 for identification was received in evidence.)

DIRECT EXAMINATION (continued)

Q (By Mr. Bauer) Referring to the meeting of February 26, 1953, was there any mention made of lockers at that meeting?

A Of lockers?

Q Yes, sir.

A Now, the date, I wouldn't be sure about until I looked back on that, but one of them there was.

TRIAL EXAMINER BEST:

Let him refresh his recollection from the exhibit.

Q (By Mr. Bauer) I am showing to you a copy of the minute of the February 26, 1953 meeting and you may refresh your memory from that?

A Yes.

Q Will you tell us what was discussed?

A Concerning the lockers?

Q Yes, sir.

[1493] A Well, we had more men than we had lockers. Some of the men were two to the locker and some possibly three in a single locker, and we asked them if it would be possible to either set in more temporary lockers or provide some way so each man would have a locker to himself.

Q At that same meeting was anything discussed concerning the laundry?

A Yes.

Q Will you tell us what was discussed?

A At that time, I don't know what the reason was, but our clothes were coming back in the bags we sent them off in too damp to wear the next morning, especially in cold weather, and I asked them to talk to the laundry man to

see if they couldn't get them dryer, a little better, so they would be dry when we put our clothes on in the morning.

TRIAL EXAMINER BEST:

You mean the company officials when you said you asked them?

A The company officials, yes, sir.

TRIAL EXAMINER BEST:

All right.

Q (By Mr. Bauer) Was there any mention made of water at that time at that meeting?

A I don't recall it was that one or the other one, but one of the meetings it was.

Q I am going to show you the minutes of the February 23rd meeting again and let you refresh your recollection.

[1494-5] MR. KEENAN:

February 26th.

MR. BAUER:

February 26th; excuse me.

A Yes.

Q (By Mr. Bauer) Would you tell us what that discussion was about?

A We have three or four wells there and one of the wells had a particular bad odor. It seemed as though gas or oil got in it and this was water we used at that time for bath water and when it was hot it had a particular odor, and I asked him if anything could be done about it. We knew he didn't know anything about it because he was hardly ever in in the bath house, I am sure. I asked him to see if there was anything they could do, maybe switch wells. At that

time I think they were in the process of getting domestic water through a pipe line.

Q Was anything done about that?

A Yes, but I don't remember what; changed wells, or what, but it was straightened out.

Q I call your attention to the meeting of the committee held on June 10th, 1953 and ask you whether anything was mentioned about knee pads at that meeting?

A Yes, at one of the meetings, the date I wouldn't be specific about —

Q Let me again show you the minutes of June 10th, 1953.

A Yes.

Q Will you tell us what that discussion was about?

[1496] A In our bag filters — it's a cleaning process that takes the black out of the smoke — and the bags hung on a hook with a bolt on top, a large nut bolt and we had to get up there to maybe adjust those bags or maybe let them down or put in new hooks and it was pretty low and you would have to get on your knees or squat, and one of the farm boys came up with the idea that maybe knee pads on our knees would help. Some of them was tieing large cloths wrapped on their knees when they would squat on their knees, so we taken that up with management to see if they would get us knee pads.

Q What happened thereafter?

A We got some knee pads.

Q Again referring to the meeting of June 10, 1953, was anything mentioned about a job classification for a painter?

A Yes, that was discussed. We didn't have that classification there at the plant. We had a man doing that type of work and we had plenty of work for him and we brought that up to management's attention that we would like to

have possibly more classifications of any kind and he told us that would be the only one he thought he had enough work to justify to give.

Q Incidentally, can you tell us, Mr. Blackshear, who attended that meeting, those for the employees' committee and for management?

A On the time the painting was brought up?

Q Yes.

[1497] A I believe myself, Dave Davenport, and I believe Turner or Dunnam, and Bradford.

Q Who is Mr. Turner?

A The shift foreman.

Q And Mr. Dunnam?

A Shift foreman.

Q And Mr. Davenport is the same one you referred to earlier as the plant superintendent?

A Yes, sir.

Q And Mr. Bradford is the assistant superintendent?

A Yes, sir.

Q Now, after this June 10th, 1953 meeting was there any minutes kept of any later meeting?

A Not that I recall, no, sir.

Q Were later meetings in fact held; were meetings held thereafter?

A Yes, sir, we have had meetings since then.

* * * *

[1498] Q (By Mr. Bauer) Can you recall some of the matters discussed in some of the subsequent meetings?

A In all our meetings that we have are called for the purpose of discussion. We have a suggestion box and we have the key to it and we watch it and when we get sug-

gestions in it we ask management for a time for a meeting and our conversations branch off on those suggestions which we have, and they will cover anywhere from lighting or when we are going to get a raise, just general discussions.

[1499] TRIAL EXAMINER BEST:

You say these suggestion boxes, the keys are kept by the committeemen?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER BEST:

Does management have any keys to them?

THE WITNESS:

No, sir.

TRIAL EXAMINER BEST:

So any suggestions go first to the committeemen and then the committeemen at that time take the suggestions out and bring them up at a meeting with management?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER BEST:

All right.

Q (By Mr. Bauer) Well, do you recall any other matters which have been brought up in these meetings in the past two or three years?

A No, sir, just offhand I wouldn't know.

Q Let me call your attention to a period about two and

a half years ago. Was anything mentioned concerning Thanksgiving at a meeting?

A Yes, but I wouldn't be positive about the date, but there has been one time that Thanksgiving was brought up.

Q Do you know what that matter was about?

A We got through the grapevine that we were going to lay off on Thursday, Thanksgiving, and naturally everyone was concerned about it. Everyone was asking us if we knew anything about it, so we called and asked management for a meeting to ask them [1500] about it and he said as far as he knew they would. As far as we were concerned we never had laid off for Thanksgiving. He showed us the Guide and the way I interpreted it he could if he was so minded.

Q When you say "we" you mean you and the other committeeman called this meeting?

A Yes, we was the ones there on the request of the men.

TRIAL EXAMINER BEST:

It was concerning whether or not the company was going to give a holiday on Thanksgiving?

THE WITNESS:

Whether we was going to work on a holiday. We get time and a half on a holiday.

TRIAL EXAMINER BEST:

You were interested from the standpoint of whether or not you were going to work on Thanksgiving Day?

THE WITNESS:

Yes.

Q (By Mr. Bauer) What did the men want to do?

A They wanted to work.

TRIAL EXAMINER BEST:

They wanted to make time and a half?

THE WITNESS:

Yes, sir.

Q (By Mr. Bauer) Now, I call your attention to meetings held in the year 1955 and ask you if job classifications were discussed at any of those meetings?

A Well, I don't suppose we have many meetings but what we don't ask about job classifications, if he has any that he can give us.

[1501] Q About how many meetings did you have in 1955?

A I would say around five. I wouldn't know exactly.

Q And what would be the nature of the discussion concerning job classification?

A The nature of the discussion?

Q Yes, sir.

A Well, most of the time one of us would ask him if he had any he could give us. A plant growing we are always interested in more classifications and more money; that is what we are out there for.

TRIAL EXAMINER BEST:

You mean new classifications?

THE WITNESS:

No, sir, we have the classifications set up and we feel like the work for that man as much as 50 percent of what

it calls for, we feel if we keep jogging their memory we might get it.

TRIAL EXAMINER BEST:

Set a man up to a higher classification?

THE WITNESS:

Yes, sir.

* * * *

[1502] Q (By Mr. Bauer) I call your attention to a committee meeting held about two weeks ago and ask you if anything was [1503] mentioned at that meeting concerning job classification?

A Yes.

Q Will you tell us what was discussed?

A We have what we call tow motors that men are on just practically all the time and we have asked on several occasions if it would be possible to give those men classifications on those jobs.

Q What was his reply?

A As usual, he said he would see about it.

Q Who is he?

A The superintendent.

Q Was any mention made at that meeting about better lighting?

Q Yes, that branched off the discussion. They had a light over the black filters off the ground and we had a suggestion to put a light over this trouble spot. This man wanted a reel light so you could reel it in and out and carry through the various places they had trouble and that was on that suggestion.

Q Was anything mentioned about a lake at that meeting?

A Yes, we have a fishing spot up there, a pretty good place, and most of it is already under lease and we asked if he would take that up with top management so we could bring our motors across and be free to go without trespassing on anybody else's property.

Q I call your attention, Mr. Blackshear, to the Central [1504] Committee meeting in 1955 and ask you if at that time you made a reference to working gloves?

A Yes, I did.

Q Had anyone asked you to bring this up?

A Yes.

Q And who had asked you to bring that up?

A Well, I just wouldn't say how many of them did, but several of the men there at the plant, employees. Most of them were black pullers, warehouse boys, that handles a lot of the black used lots of gloves.

Q Do you recall what you stated at that Central Committee meeting?

A I believe to my knowledge I asked Mr. Stinson if there was anything that could be done about it, to allot those boys a certain amount of gloves where they wouldn't have to buy them, maybe so many a month. I don't remember just what I asked him if he could do, but I did bring it up, the subject of seeing whether they could do something about it.

Q Let me show you the minutes for that meeting, Mr. Blackshear, which is in evidence.

I am going to call your attention to Page 8 of that minute and ask you to look at it and ask you if that refreshes your recollection?

A Yes.

Q Tell us a little bit more about what you suggested at [1505] that meeting?

A Well, I asked him if they couldn't furnish them, if they could get them and sell them to us at a reduced cost.

Q At that time were the employees at the Dixon plant getting gloves at a reduced cost?

A I don't believe they were.

Q Some time after that committee meeting was there a change in the Dixon Plant policy about buying gloves?

A Yes.

Q What was that change?

A We could buy them through the company at a reduced cost.

Q Is gloves an important item to some of the employees?

A It is a must.

Q With some employees how quickly are these gloves worn out?

A Some of them probably take two pairs a week, something like that.

Q Is there a Union at the Dixon Plant, Mr. Blackshear?

A No, sir.

TRIAL EXAMINER BEST:

Never has been a Union election or any effort of any Union to organize the plant at Dixon?

THE WITNESS:

Yes.

TRIAL EXAMINER BEST:

How long ago was that?

THE WITNESS:

Oh, I wouldn't know. It's been better than two years ago, I would say, something like that, but I wouldn't say for sure about the date.

* * * * *

[1507] CROSS-EXAMINATION

Q (By Mr. Keenan) Mr. Blackshear, you have worked for the company for some time, have you not?

A Yes, sir.

Q I believe you at one time were a foreman, were you not?

A Yes, sir.

Q And that was before they closed — what plant was that?

A Kings Mill.

Q Before the Kings Mill plant closed down.

It is company policy, is it not, to provide a locker for each individual?

A Yes.

Q Now, thereafter, when you called to the company's attention that there weren't enough lockers to go around you were not attempting to get any change in company policy, were you? You were only trying to get Davenport to abide by company policy, were you not? In other words, processing a grievance in a broad way, but nothing written?

A Yes, sir.

Q Now, it is company policy to have the laundry come to the men dry, is it not?

[1508] A Well, it's the company policy to have the laundry did for us, and it was just an oversight in the attendants

at the laundry getting it back to us without it being dry, and unless we said something about it no one knew we weren't getting dry clothes.

TRIAL EXAMINER BEST:

Is this laundry just work clothes you use at the plant?

THE WITNESS:

Yes, sir.

Q (By Mr. Keenan) Isn't it processed like this, you put all your clothes in a big knit bag and it goes to the laundry and comes back the same day?

A Yes, sir.

Q What is the arrangement you all have with the company about paying for that?

A I forget the amount we pay each day and the company pays part of it.

Q It's about half and half, isn't it?

A I believe it is, but I am not sure just exactly what it is.

Q In any event the laundry service was not what it ought to be and you griped about it?

A Coming back wet.

Q Did you get it corrected?

A Yes, sir.

TRIAL EXAMINER BEST:

Is that company-owned clothing or do the individuals own their own clothing?

[1509] THE WITNESS:

Each individual owns his own clothing.

Q (By Mr. Keenan) But is laundered each day, is it not?

A Yes, sir, except on holidays.

Q Each work day?

A Yes.

Q Now, it is company policy to furnish water to the camps where the men live, is it not?

A Yes, sir.

Q And you found that the water was not tasting or smelling so good and you griped about it, is that right?

A Yes, sir.

Q And didn't you learn from Mr. Davenport that he had sent samples for bacterial analysis, did you not?

A Yes.

Q And he found that there was no bacteria present?

A Yes.

Q And he told you at that time they were about to tie into the city supply?

A Yes, it was coming from the new lake.

Q Well, now, as a matter of fact what did happen to solve your problems up there?

A I believe they switched to another well. I wouldn't be sure about that. We have three or four wells. One is good water, tastes good and we drink it, and we have one well that is infected with some type of gas odor, and that is what was [1510] getting into the water, the best we could tell. We griped about it. We was using it to bathe with and the hot water coming out of those spigots had an odor to it.

Q And the water from this other well is O. K.?

A It is now.

Q Now, to your knowledge what is the policy of the company towards rating a man in a classification; how much

of his time to your recollection does a man have to spend doing work in a given classification to get rated?

A I wouldn't be for sure, but I believe it used to be fifty percent. I never saw any accurate figure on it.

Q At the time you were supervisor it was probably fifty percent at that time, to your recollection?

A I believe it was.

Q In any event a man has to spend a certain amount of time in a certain classification before they can rate him?

A Yes, sir; got to have the work there for him.

Q All right, when Mr. Davenport rated a man in a painter classification there was sufficient painting work to justify a painter classification, is that correct?

A Yes, sir.

Q And that had been your request, is that right?

A Yes, sir.

Q And I believe you also added that you wanted him to look around and see if company policy would require or permit the [1511] rating of more men?

MR. BAUER:

I don't think that was his testimony.

MR. KEENAN:

Well, I am asking him. I am leading him.

MR. BAUER:

Yes, but I think you are quoting him as saying —

MR. KEENAN:

I am not quoting him as saying anything.

Q (By Mr. Keenan) Is it not a fact you asked Mr. Davenport to look around to see if there were any more situ-

ations where company policy would permit the rating of men in higher classifications?

A That was the meaning of the conversation, yes. That was the meaning of it.

Q All right. You didn't get classified as a painter, did you?

A No, sir.

Q But you got —

A I got the job that the painter had.

Q And from time to time since that time have you called to Mr. Davenport's attention any other oversights with regard to classifications?

A Yes, sir.

Q Has he at times taken action?

A Well, he said he would see about it.

Q And he has at times not taken action?

A I don't know whether you would call that action or not.

Q Have you gotten any more classifications?

[1512] A No, I don't believe we have.

Q As I understand it you feel now that the company is not abiding by its policy with regard to these tow motor operators, is that right?

A Well, I wouldn't just say about that, whether they are abiding by it or not. We merely asked him to go into it and see if they would. We felt there was enough work there for them to justify it.

Q Enough tow motor work to justify establishment of a classification?

A Yes, sir.

Q You have not put in a written grievance on it as yet, have you?

A No, sir.

Q Now, speaking of that, was it in connection with the Thanksgiving pay that you threatened a written grievance?

A Yes, sir.

Q Tell us about that.

A We got word through the grapevine we were going to lay off on Thanksgiving Day, and from all we could get we was going to lose it. I had spent somewhere close to nine years with the company and I had never been required to lay off on a holiday, and naturally I felt it was a part of my job to get it.

TRIAL EXAMINER BEST:

By layoff, you mean not work and you would not get any pay?

[1513] THE WITNESS:

Yes, sir, but we called a meeting with management and asked about it. He referred us to the Guide, and it still isn't settled in my mind, but I suppose they can if they choose to.

Q (By Mr. Keenan) Which supervisor told you you would not work?

A I don't believe either one told us we would not work. He told us in all probability if he didn't have the work, why, we wouldn't work.

Q Which one was that?

A The superintendent.

Q Mr. Davenport?

A Yes, sir.

Q Is that the one you want to get the grievance from?

A We went back after our meeting back on the job and the other committeemen went down to get one of the forms.

TRIAL EXAMINER BEST:
Who furnished a form?

THE WITNESS:
They came out of the office there.

TRIAL EXAMINER BEST:
They had them available for you?

THE WITNESS:
Yes, sir.

Q (By Mr. Keenan) But you never did file a grievance?

A No, sir.

Q You were allowed to work on Thanksgiving?

A Yes, sir, they got some orders.

Q All right. Now, you say that the principal function of [1514] your committee has been suggestions, is that right?

A Yes, sir, the main one.

Q Now, this thing about the lighting that you mentioned at a meeting two weeks ago, that was a suggestion?

A Developed out of a suggestion, yes, sir.

Q Did the guy get an award for it?

A No, sir, that is not due an award.

Q That is not an awardable suggestion?

A No, sir.

Q Just so that your testimony may be a little more understood you said that one of the country boys griped about the condition of the top of the filters and suggested the knee pads. What is the significance of being a country boy on it?

A Did you ever wear a pair of them?

Q No, but I want you to tell the Examiner all about this.

A Well, they are pads that fit around the knees and some

people might use them to pick cotton, where you get down on your knees and crawl.

Q Is that cotton industry down there where your plant is located?

A Well, it used to be. Some of the fellows was tieing rags on their knees and he just happened to think of the knee pads. You could strap it on and have no trouble keeping it on. It is leather protection.

Q Now, you testified that you have been with the company [1515] for a number of years. In your recollection what has been the practice of the company towards furnishing work gloves?

A I don't remember the date they stopped it, but up until, oh, some three or four years back they had got to furnishing them pretty well and all the fellows got gloves that needed gloves. When I first went to work they furnished them to the black pullers and warehouse men that shipped the black, that handled the black and, of course, it drifted off to where we all started getting them. They got pretty free with them. We all had more than we needed and were running up such a bill they shut it all practically off.

Q And at the Central Committee, I believe in '55, you registered a gripe and wanted gloves issued again?

A I don't call it a gripe. I merely asked if it would be possible for them to.

Q Then you testified that ultimately you got them at a reduced cost?

A Yes, sir.

Q Are you aware of the practice in other plants of allowing employees to buy them at reduced cost?

A No, sir.

Q Now, you mentioned something about somebody remarked at one of these meetings, or perhaps you said all of

these meetings, about wanting to get a raise. Would you say that remark was made practically at every meeting?

[1516] A I don't believe I can recall any that I didn't or someone else didn't ask the question.

Q And the question was when are we going to get a raise?

A Yes, sir.

Q When does the Cabot Carbon Company ordinarily grant a raise?

A I believe since I have been with them along in October or November, the biggest average.

Q You were aware of the duties and responsibilities of your committee, were you not?

A Do what?

Q You were aware of the duties and responsibilities of your committee, were you not?

A Well, I thought I was.

Q You had been issued a copy of the by-laws?

A Yes, sir.

Q The Guide was available to you?

A Yes, sir.

Q And was bargaining for wage increases among the duties and responsibilities of your committee?

A Yes, sir.

* * * *

[1517] TRIAL EXAMINER BEST:

I understood the word bargaining used here was to try to get a raise for the boys.

Was it one of your duties to try to get them wage raises?

THE WITNESS:

No, sir.

Q (By Mr. Keenan) Adjustment of grievances, was it not?

A Yes, sir.

* * * *

[1518] Q All right. Is it your duty to try to negotiate or make changes in basic company policy?

A Not unless it's something concerning the employees, I will say that.

Q And individual employees, is that right?

A Yes.

Q In other words, is it your duty to try to get, say, increased vacations?

A Well, now, I don't know about that.

TRIAL EXAMINER BEST:

Well, have you ever tried that?

THE WITNESS:

We always ask. I don't know whether I have or not, but I believe it has been brought up in these committee meetings.

Q (By Mr. Keenan) Do you feel that you have any authority to make any demands for increased vacation?

[1519] A No, sir.

TRIAL EXAMINER BEST:

Do you have any authority to make any demands for anything?

THE WITNESS:
No, sir.

TRIAL EXAMINER BEST:
Your version of it is it's a committee suggestion and you are requesting but not demanding?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER BEST:
All right.

Q (By Mr. Keenan) What plant were you a member of the Union committee at?

A Kings Mill.

Q That was before you became a supervisor, is that right?

A Yes, sir.

Q What Union was that?

A CIO.

Q CIO oil workers?

A Yes.

Q When you were at that plant and when you were on that committee you did have authority, you felt, to make a few demands, did you not?

A Yes, sir.

Q And you were representing a labor organization?

A Yes, sir.

MR. BAUER:
Objection. I move that that — well, let it stay. I withdraw my objection.

• • • •

[1520] TRIAL EXAMINER BEST:
He withdraws the objection.

I would like the witness to explain right at that point to me the best he understands it, the difference in his authority and privileges as a member of the employees committee, how did that differ from your authority and privileges as a member of the Union committee? How do you understand the difference?

THE WITNESS:
Well, the best way I could explain it, in the employees' committee we have a Guide and policies to go by and the same way in the Oil Workers' Union, they have literature they go by. They have something back there to kind of back you up, something you can make a demand on.

TRIAL EXAMINER BEST:
Well, in case when you were a member of the Oil Committee, who furnished the criteria upon which you acted; who outlined what your duties and all were when you were a member of the Oil Workers' Union?

THE WITNESS.
Well, we have our locals and they had their literature. Of course, as far as the demands would be made the usual rule was something we had heard from somewhere else, maybe some other company had and we felt we had as good company as they had.

TRIAL EXAMINER BEST:
In that case you acted independently as a Union member

of the organization following the policy prescribed by the Union, is that right?

[1521] THE WITNESS:
Yes, sir.

TRIAL EXAMINER BEST:
How did that differ, if it did, from the policies you followed as a member of the employees' committee; whose policy did you go by there?

THE WITNESS:
Well, we had a company Guide, company policy.

TRIAL EXAMINER BEST:
You acted under the authority of what the company policy and Guide was there?

THE WITNESS:
Yes, sir.

* * * *

[1523] Q (By Mr. Keenan) Now, you went to the Central Committee meetings, how many years, about?
A I believe one time was all I have ever been.
Q Which one?
A I am not sure about that.
[1524] Q When was that?
A I was there in '55.
Q Would you tell the Examiner roughly what the program was, what happened in the morning and afternoon, generally?

A That might be a pretty big dose as far as remembering all that happened.

Q I don't mean all that happened.

A I believe we had a meeting of the committeemen and the department heads. I believe the first thing on the program was that several of them made talks to us and would tell us what the position of the company was, sales, and general condition of the company, and I believe after that the management went one way and the committee went with Mr. Stinson to another table and had our discussions.

Q Describe again in a general way those discussions; what did you do?

A They were more or less sort of like our meetings are at the plant, anything that we have had that we thought was of interest to the company, that would be of benefit to the men and to the company, why, we felt free to bring it up and discuss it, anything we thought would help we brought it up. Maybe lots of times the men would have something they would want to bring up, and are always interested in sending word as to when we were going to get a raise. That would always come up.

* * * *

[1533] RONALD DELMONT TWENTIER,
a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER BEST:

Give us your full name and address, please, sir.

THE WITNESS:

Ronald Delmont Twentier, Wickett, Texas.

DIRECT EXAMINATION

Q (By Mr. Ambrister) Mr. Twentier, by whom are you employed?

A By Cabot.

Q What plant?

A Estes.

Q Where is that located?

A That's located at Wickett, Texas.

[1534] Q For how long have you been employed by the Cabot organization?

A About twelve and a half years.

Q And what is your job description at the Estes Plant?

A At the present time I am maintenance man.

Q Is there a Union at the Estes Plant?

A No.

Q Are you a member of the employees' committee there?

A That's right.

Q Are you a member, a present member for 1956?

A Yes, sir.

Q And for how long have you been a member?

A Well, for the last two years and then various years previous to that.

Q For how far back?

A Oh, possibly been a member of it six or seven times in the last ten years.

Q How many employees are there at the Estes Plant approximately?

A Approximately 25, and supervisors.

TRIAL EXAMINER BEST:

Twenty-five not counting the supervisors?

THE WITNESS:

That's right.

Q (By Mr. Ambrister) How many employee committee meetings were held at the Estes Plant this year, approximately?

[1535] A Oh, approximately four or five. I wouldn't say exactly. It depends on what you call an employee meeting. Do you mean with management?

Q Well, let's take them both ways. What other kind did you have?

A Well, we just met with the employees and their committeemen and with management.

Q Well, that's two different types of meetings, is it not?

A Well, that's what I would consider two different types, but they are both concerning employee committees.

Q And for clarification you refer to both as employee committee meetings?

A Yes.

Q Turning to the first meeting, employee committee meeting, held this year, do you remember what the occasion of that meeting was?

A Well, so many of our meetings does have to do with plant cleanliness and with the gas situation, which we are all interested in because it means our job security, and possibly that was brought up, and —

Q All right, is there anything else?

A Also possibly we talked about the coffee situation. We had some gripes about them using instant coffee, serving instant coffee on our coffee break and they did go back to grinding the coffee.

[1536] TRIAL EXAMINER BEST:

Let's distinguish between these two types of meetings as we go along.

MR. AMBRISTER:

All right.

Q (By Mr. Ambrister) This meeting you have just referred to, Mr. Twentier, when was that meeting, approximately?

A Probably the first of January. I don't know for sure. It could have been, as far as the coffee situation, it could have been the last part of '55, but it was in the vicinity of January.

TRIAL EXAMINER BEST:

Was that a meeting with management?

THE WITNESS:

Yes, sir.

Q (By Mr. Ambrister) The first part of '56 or the latter part of '55?

A That's right.

Q Now, did you have a meeting, employee committee meeting, shortly before the Central Committee meeting?

A Yes, sir, we did. We had two types.

Q Tell us the first that you had and what type that was.

A Well, the day in March when we knew we was coming up here and knew who represented our group, we called a meeting of the employees and we met with representatives and told them they were free to discuss any grievances that they have, any suggestions they might bring up for the betterment of themselves as individuals and we would try to take it to management and discuss it, their problems. That's

exactly what they did. [1537] You have minutes of the various ones that brought up various subjects.

Then, the following day — do you want me to go into that?

Q Just one second. Regarding this meeting with the employees, who was present at that meeting?

A Just the employees and their representatives.

TRIAL EXAMINER BEST:

Members of the employee committee?

THE WITNESS:

Yes, sir.

Q (By Mr. Ambrister) Where was that meeting held?

A That was held in what we call the welding shop there at the plant. In other words, most of the employees there worked there that day and it was held after hours in our welding shop.

MR. KEENAN:

May we go off the record?

TRIAL EXAMINER BEST:

All right, we will go off the record a minute.

(Discussion off the record.)

TRIAL EXAMINER BEST:

All right, we will go back on the record.

Q (By Mr. Ambrister) Mr. Twentier, still on this first meeting with the employees in March of 56, what subjects were brought up at that meeting?

A Well, I don't know. I think you have a record of it there. You could probably lead me if you want to on that.

MR. KEENAN:
He might be able to.

TRIAL EXAMINER BEST:
You kept minutes of the meeting, [1538] did you?

THE WITNESS:
Yes, sir.

Q (By Mr. Ambrister) I show you a document, Mr. Twentier, headed "Employee Meeting, Estes Plant," bearing date of 3-15-56, which purports to be minutes of the meeting that you have just referred to. I ask you to look at this document identified as General Counsel's Exhibit 26A, and I will ask you to state whether or not that looks like the minute kept?

A That's, as far as I can remember, that's precisely the minutes kept on that day.

TRIAL EXAMINER BEST:
Who kept the minutes?

THE WITNESS:
Our plant chemical worker or lab worker, in other words, she is just an hourly worker. She kept them at the request of the committee.

Q (By Mr. Ambrister) Now, do you remember any specific problem that was brought up at that meeting?

A Well, everything on there was brought up at that meeting.

Q Do you know of your own present knowledge any specific problem?

A One man brought up the Christmas vacation which had been forbidden in the past because of conflicts among the men and asked if it could be reconsidered. That was brought up.

Q All right, anything else?

A Yes, there was a number of things.

Q Can you recall any other instances; otherwise I will let you [1539] refresh your recollection?

A Well, why don't you just let me refresh my recollection?

Q Well, I don't have any objection to that.

A If you have got something specifically there you want to ask me about I will be glad to do what I can.

Q Do you recall of your present knowledge any specific, any other specific thing that occurred in that meeting?

TRIAL EXAMINER BEST:

Other than what's in the minutes, you mean?

MR. AMBRISTER:

No. If there is no objection to having his recollection refreshed —

TRIAL EXAMINER BEST:

Not a bit. Let him refresh his recollection.

Now, after having refreshed your recollection again, do you know of your own recollection what happened, and not what the paper says?

THE WITNESS:

Yes, sir.

Q (By Mr. Ambrister) Now, do you now recall any other problems that were brought up?

A Well, I would be pretty ignorant if I couldn't read that.

TRIAL EXAMINER BEST:

Just enumerate after refreshing your recollection what matters were brought up.

THE WITNESS:

Well, I believe one of the men asked about the possibility of putting a lab classification at our plant. They also asked about a truck driver classification at our [1540] Estes Plant.

One man asked about sick leave due to the fact the same man was required to take the same days off during the week and they didn't have a chance to make up when there was sickness in the latter part of the week. In other words, they felt they was being discriminated against due to the fact they didn't have no choice of days off.

Q Is there anything else?

A Yes, we asked, I believe — at that time we had a change in management. Our superintendent went to the district superintendent's job, and I believe that's in these minutes.

Q Pardon me just a minute. I am talking about now the employee committee meeting held with employees.

A All right, that question was asked then if they were going to fill the superintendent's job there. In other words, they wanted us to go to management with that because we felt like it would mean a promotion in our ranks, in other

words, the only way we could get a promotion is for a job to be open above us, and every man in the Estes Plant is interested in promotions. That's just human nature, so they wanted us to ask about that, about the possibility of men in our ranks being promoted on up so there would be openings for other men.

TRIAL EXAMINER BEST:

That was just shortly before you were going to Pampa that you discussed matters that you should take up at the Central Committee?

[4541] THE WITNESS:

Not necessarily. We take it through our management there first. We talked to them. I think that will be probably brought out.

We approached management there with everything that was to be brought out before we came to Pampa.

Q (By Mr. Ambrister) Refreshing your recollection again with these minutes, I will ask you if there is anything that was discussed in that meeting about a raise?

A Yes, someone said "Why don't you see about a raise?" Anytime you have a meeting of employees, you are going to have someone that wants to know about a raise, but so far as us having any authority — in other words, we just ask our management and we come to Pampa and the boys want us to ask about a raise.

I belivee Mr. Burdette brought out that it would probably be October before we would get a raise. That squelched the raise right there. In other words, we joked about it at our

Central Committee meeting because we felt we already had an answer.

Q Refreshing your recollection further, was there anything said about the housing situation?

A Yes, sir, there certainly was.

Q What was said in that regard?

A Some of them just wanted to know what the company policy was on company housing. They felt more or less that they didn't always know who would get a house when there were larger houses [1542] available. We have a group of houses of different sizes and there is more or less a doubt in some of them's minds as to how they are to be distributed. They asked us to more or less get a clarification on the distribution of company houses.

Q Refreshing your recollection further I ask you if anything was said about septic tanks and what was said in that regard?

A I believe one of the boys said the septic tank was full and he would like for them to do something about it.

Q Was there a meeting, an employee committee meeting, held soon thereafter?

A There was a meeting held with management the next day, yes.

Q Who attended this meeting?

A Well, our management which was Mr. Cullum, Mr. McQuiddy, Neil Moreland and myself.

Q Who is Mr. McQuiddy?

A He is the assistant plant superintendent.

Q Who is C. E. Cullum?

A He is the plant superintendent and also the district superintendent.

Q And who is Neal Moreland?

A He is the other committeeman.

Q Do you recall the subjects brought up in that meeting?

A They were the same subjects that were discussed there, identical subjects.

[1543] Q Were minutes kept of this meeting?

A Well, I couldn't say. He probably made some notes on it. We handed him the minutes the day before just like that and he possibly made notes on it. I wouldn't say minutes were kept necessarily.

Q I show you a document entitled "Employee Committee Meeting, Estes Plant," dated 3-16-56 identified as General Counsel's Exhibit 26-B and ask you if that matter specified therein actually occurred at that meeting?

TRIAL EXAMINER BEST:

Is this one with management the following day?

MR. AMBRISTER:

Yes, sir.

A Well, these are the problems discussed, however, some of these answers were not given on the following day. They were given at a later date.

Q (By Mr. Ambrister) Well, going down to the various problems discussed what was the first problem discussed at that meeting?

TRIAL EXAMINER BEST:

Do you recall of your own knowledge, now, the first one discussed or are you asking him the first one on the paper there?

MR. AMBRISTER:

Yes, sir.

MR. KEENAN:

Mr. Examiner, I have no objection to the introduction of these two minutes subject to your usual order on them, if you want to.

[1544] MR. BAUER:

We may not be able to identify them adequate enough to serve our purposes.

MR. KEENAN:

I am saying now that if you want to offer them subject to the Trial Examiner's usual condition we will admit them right now.

MR. BAUER:

We will offer them. I thank you for that, Mr. Keenan, however, from our point of view we do not know, for instance, who made the minutes.

MR. KEENAN:

You question the authenticity?

MR. BAUER:

Unlike some of the other documents, Mr. Examiner, this particular document does not indicate by whom it was prepared; it does not appear to be signed by anybody, and we have just received one copy. We have just received 26-A, General Counsel's 26-A, and had no opportunity to look into the personal knowledge this witness has of the preparation of these exhibits.

TRIAL EXAMINER BEST:

Well, respondent says they are willing for you to introduce them and for them to be admitted as the minutes. Now, then, you had better decide what you want to do. If you do not admit they are the minutes I don't think it is proper to examine this witness about them.

MR. AMBRISTER:

Your Honor, the witness has stated the problems recited in those minutes were discussed.

TRIAL EXAMINER BEST:

Well, listen, gentlemen, here's the thing. I am not willing to allow the witness to refresh his [1545] recollection from something you folks don't admit is accurate yourself. I don't want the witness to refresh his recollection from something that's contested. If you are not willing to stand behind the authenticity of it I am going to rule out the whole thing.

MR. BAUER:

I think I misunderstood the Examiner's ruling. I thought you would stop our questioning of this witness.

TRIAL EXAMINER BEST:

Oh, no.

MR. KEENAN:

No. Question him all you want. I am just trying to speed it up.

TRIAL EXAMINER BEST:

You can question all you want and he can tell anything he wants to about it and so can the respondents.

MR. BAUER:

We herewith introduce General Counsel's Exhibits 26-A and 26-B into evidence.

TRIAL EXAMINER BEST:

All right, let them be admitted without objection.

(The documents heretofore marked General Counsel's Exhibits Nos. 26-A and 26-B for identification were received in evidence.)

Q (By Mr. Ambrister) Mr. Twentier, what was the first subject discussed according to the minutes of 3-16?

A About Christmas vacations.

Q What was decided on that point in the meeting itself?

MR. KEENAN:

Objected to as leading. Let him examine the [1546] witness properly. What was the discussion is the question.

MR. AMBRISTER:

Well, all right.

Q (By Mr. Ambrister) What was the discussion with regard to —

TRIAL EXAMINER BEST:

What was the discussion about? What action was taken at that meeting?

THE WITNESS:

Well, the discussion was we stated the fact that some of the employees would be interested in Christmas vacations

but that we knew in prior years it had not been granted by the previous district superintendent, and since Mr. Cullum was district superintendent we asked him if it would be possible to have a change in this ruling. He said it was more or less Mr. Neeley's ruling and as far as he was concerned vacations at any time during the year was all right, especially during the winter time to relieve the situation in the summer time. He said he would look into the matter and see about Christmas vacations. Of course, it would have to be limited to number because everyone couldn't go at Christmas.

Q (By Mr. Ambrister) What was the next subject discussed and what action, if any, was taken?

A Well, the next, according to this —

TRIAL EXAMINER BEST:

Wait a minute; don't go according to that. You are using that only to refresh your recollection. That thing speaks for itself. It's in evidence. Now, you must tell what you recall yourself as to what occurred. If you don't [1547] remember say so.

THE WITNESS:

Well, this question of job classifications was brought up by one of the members. It was brought up the previous day. We brought it to management. They were under the impression that there were other job classifications at other plants and our men were doing similar work and they weren't being classified thusly. They wanted to know why they couldn't be paid like the fellows at other plants doing the same work.

That day Mr. Cullum said he didn't know about it, that he was new on the job, but he would look into the matter. That was the answer we got that day.

Q (By Mr. Ambrister) What discussion was had with regard to job openings in other departments of the company and what, if anything, was discussed in that regard?

A Well, naturally since we are a small plant there are not many chances for advancement, and our men asked about the possibilities of transferring to other departments of the company because naturally anybody is interested in advancement and Mr. Cullum, I believe, told us he couldn't control any other departments of the company, that those individuals in charge, supervisors, in charge, more or less decided to pick their own men, but if the opportunity came he could make recommendations. As far as saying, "You pick this man," it was impossible to do that; it was beyond his authority. That was the answer we got.

Q What was said at that meeting regarding truck driver [1548] classifications?

A Well, one of the men had asked about a truck driver classification and I believe it was brought out that they didn't think there was enough truck driving to justify it, and therefore they said that the other plants didn't have a truck driver and therefore they didn't feel like it was justified to have one at our plant in that classification.

Q What discussion was had regarding a raise?

A Well, the same thing that was said the previous day. We passed on to management that some of the employees had said, "How about a raise." Of coure, he told us he had no authority to give us a raise.

Q Who told you that?

A Mr. Cullum.

TRIAL EXAMINER BEST:
What kind of a raise, general raise?

THE WITNESS:
General raise.

TRIAL EXAMINER BEST:
For everybody?

THE WITNESS:
Yes, sir.

Q (By Mr. Ambrister) What was discussed in regard to the housing situation?

A Well, we told them that some of the men are dissatisfied with the housing arrangement, and he told us if we could suggest any better method to handle it he was open to suggestions. He said it was more or less a headache, which we acknowledged it was, and it would be impossible to please everyone with [1549] housing, which we acknowledged it was so.

Q What was discussed in regard to sick leave and make-up time?

A Well, in this case what was stated in the employees' meeting the day before, this man asked — he felt that a man who was off in the early part of the week was being discriminated against because he couldn't make up the lost time for sickness or days off and just wondered if something couldn't be done by the company about that.

Q Last, but not least, what was discussed with regard to the septic tank?

A The management said they would get spring type faucets on there where the water wouldn't run all the time and stop that, which they did.

Q Now were any other employee committee meetings held at the Estes Plant this year?

TRIAL EXAMINER BEST:

By employee meetings you mean when management was not present?

MR. AMBRISTER:

Well, sir, they have both types.

TRIAL EXAMINER BEST:

Since this is the first witness that has brought out anything about the two different types of meetings, I would like to know which type you are talking about.

MR. AMBRISTER:

All right.

Q (By Mr. Ambrister) Mr. Twentier, has there been any other employee committee meetings with management this year at the Estes Plant?

[1550] A Yes, I believe there has been one since the meeting at Pampa which was after this date, in other words, the last ten or fifteen, ten or twelve days.

MR. HILLYER:

We make the same objection regarding that meeting, Mr. Examiner, which was made previously.

TRIAL EXAMINER BEST:

Objection overruled on the same grounds.

Q (By Mr. Ambrister) For clarification was that about the latter part of June of this year?

A Yes, sir, I think so.

Q What was discussed at that meeting?

TRIAL EXAMINER BEST:

Before you tell us what was discussed at that meeting, was that a meeting with management following another meeting with employees committee alone or not?

THE WITNESS:

No.

TRIAL EXAMINER BEST:

This was just an independent meeting called by management?

THE WITNESS:

Yes, sir, and at that time I believe they had instructions about sending all these minutes to Pampa. We were going through our minutes and trying to see if any of the employee committee had minutes that management didn't have in their files. That was mainly the order of business that day.

TRIAL EXAMINER BEST:

Were you getting ready to go to Pampa?

THE WITNESS:

No, sir, he was just instructed to send those [1551] minutes to this meeting here.

TRIAL EXAMINER BEST:

You mean to this hearing?

THE WITNESS:
I didn't know at that time there was going to be a hearing.

MR. KEENAN:
The record will reflect a subpoena was issued.

TRIAL EXAMINER BEST:
All right, go ahead and tell us what transpired.

MR. AMBRISTER:
I believe he finished.

TRIAL EXAMINER BEST:
I stopped him. He may have explained it but he didn't go into subject matter.

THE WITNESS:
I thought I answered. I will repeat it. I said it was called by management for the purpose of getting all these minutes, any of the employee committee might have that the management didn't have in their files to send to Pampa per instructions, as far as I know. That was the main order of business that day to see if management had all of the minutes in their file. In other words, there was a possibility that we had some they didn't have.

TRIAL EXAMINER BEST:
Was that the sole purpose of it?

THE WITNESS:
That was the sole purpose of it.
Q (By Mr. Ambrister) Mr. Twentier, do you know of

your own knowledge if there are written grievance forms kept at the Estes Plant in the office?

A Yes.

Q If the occasion calls for it would you as a representative [1552] of the employee committee process a grievance in accordance with the grievance procedure as outlined by the company?

A Well, certainly, if I was going to represent a group of people I would have to do what I was supposed to do, which would be carry it according to company policy, what the Guide brings out and if the man that had the grievance asked for my help I would have to help him.

MR. AMBRISTER:

That's all.

TRIAL EXAMINER BEST:

All right, gentlemen. Cross-examine.

CROSS-EXAMINATION

Q (By Mr. Keenan) Mr. Twentier, the Estes Plant is not a carbon black plant, is it?

A No, sir.

Q What kind of a plant is it?

A Gasoline plant.

Q What do they do?

A Well, we process what we call wet gas. We bring it into the plant with the help of compressors and we extract the gas and LPG products out of it into what we call casing head. We separate our butane and propane from our gasoline and those products are saleable products. In other words, it is a manufacturing process.

Q Your raw product is wet gas and not oil?

A That's right.

Q Now, turning to the latter part of your testimony before [1553] the first. You do not have the same tour schedules as the carbon black plants, do you?

A To my knowledge, no.

Q If a man starts on a shift — first of all, how many days off a week does a man get?

A Two.

Q Are the two usually together?

A Yes, sir, he usually has the same —

Q You have answered my question.

If he starts off without Friday and Saturday how does he ever get a change?

A It's possible somebody has moved out and if he has seniority he could ask for those days off.

Q Explain a little bit about the policy of the cmpany. If a man — first, what day is payday?

A The 10th and 25th of every month.

Q Which day is the last day of the work week?

A Sunday.

TRIAL EXAMINER BEST:

Do you work all the time?

THE WITNESS:

Twenty-four hours.

TRIAL EXAMINER BEST:

Twenty-four hours, seven days a week?

THE WITNESS:

That's right.

Q (By Mr. Keenan) Now, if a man had Friday and Saturday as his days off and — correction — if he had Monday and Tuesdays as his days off and he got sick on Sunday he couldn't make that [1554] up, is that right?

A That's right, sir.

Q He would lose that day?

A That's true.

Q However, if his days off came at the latter part of the week and he was sick in the early part of the week the company would allow him to make that up?

A That is true.

Q That was the beef that was brought up in this 3-15 meeting, is that not right, sir?

A That's right.

Q To your knowledge how long have you men been beefing about that?

A Well, I expect for all the years they have had a plant there under this system. At one time they did have a rotating system.

Q It's an old gripe, is it not?

A Yes, sir.

Q Now, the men also suggested talking about a wage raise?

A Yes, sir, they wanted to know about a wage raise.

Q How long have the men been asking for wage raises?

A Ever since I have been working for public work.

Q Now, your committee had no authority to demand such things as wage raises and changes in shifts schedules, did you?

A No, sir.

1885 MR. LOIER:

Objection! two questions and then the demand is a word of art. I think, in this context.

TRIAL EXAMINER BEST:

Well, I will try to go by the definition of the word according to Webster.

Q. By Mr. Keenan: Did you have any authority to demand such things?

A. No, sir.

Q. Could you, in your understanding of your job, sit down with management and work out an agreement as to wage increases?

A. No, sir.

Q. Could you sit down and work out an agreement as to a new shift schedule?

A. No, sir.

Q. You did, however, frequently discuss those things, did you not?

A. Yes, sir.

Q. You discussed them not only at your local committee meetings but you have discussed such things at Pampa, have you not?

A. That's right.

TRIAL EXAMINER BEST:

You would tell them what you would like to have, wouldn't you?

THE WITNESS:

That's right.

Q. By Mr. Keenan: You would explain any thoughts

and other dissatisfactions the men might have, is that correct?

[1556] A That's right.

Q Now, going now back to your testimony, I believe you stated that at one meeting this year there was a discussion of coffee, is that right?

A Well, the discussion was at one meeting. Whether that took place the first of this year —

Q You remember the discussion of coffee, do you not?

A Yes, sir.

Q It is a company policy to furnish you coffee?

A True.

Q And your gripe or some of the mens gripe was you didn't like instant coffee but you liked the regular grind?

A That's right.

Q You registered that complaint to the company?

A We talked with management.

Q I don't mean in writing when I said with management. You talked about it and they changed back to regular grind coffee?

A Yes, sir.

Q And as you say it is part of company policy to furnish the men coffee?

A Yes, sir.

Q Now, let me ask you this. On classifications the company has a policy of granting, placing men in classifications when they are doing a substantial amount of work of that classification, is that right?

[1557] A That's what I understand company policy is, yes.

Q Do you know of your own knowledge what percentage of time a man has to devote to his classification in order to be classified?

A All I know is what I heard recently on that.

Q What was that?

A Seventy-five.

Q Was it ever fifty percent?

A I don't know.

Q In any event the percentage of time he spends determines whether or not he will be given the job rate of that classification, is that right?

A That is my understanding.

Q Then, in your discussions concerning the meeting of 3-16, March 16, '56 with management relative to the truck driver classification and the other classification it was your gripe or grievance that there were men performing work of those classifications which you thought should be classified and paid accordingly, is that right?

A Not necessarily that. Naturally we wanted to get any advancements for our men that we could because that's what we have to look forward to, and we felt maybe if a truck driving classification was made it would mean an advancement for someone. We didn't necessarily say there was enough truck driving for the job; we knew it wasn't. We were just like a little boy is at [1558] Christmas, we just asked for what we could get.

Q You were later told the job didn't warrant a truck driver classification or mechanic's classification?

A Yes, sir.

Q And the minutes don't accurately reflect that situation. That answer didn't come to you during the meeting but sometime later, is that right?

A That's right, sir.

Q It's the company policy to, rather it's a part of com-

pany policy to you at that plant that houses are furnished or you are permitted to rent homes, is that true?

A That's true.

Q Do you rent them or are they free?

A No, they are rented.

Q And the company distributes the homes among the men in accordance with its policy, is that correct?

A That's true.

Q And you or some of the men were dissatisfied with the method, or perhaps the lack of method, the company had been utilizing in the past with regard to other houses, is that correct?

A That was brought out, yes, sir.

Q Was any particular individual griping without naming the individual?

A Yes, there was one particular individual that brought this up.

[1559] Q And you brought his complaint to the attention of management?

A Yes, sir.

Q And, if necessary, as you were asked by Mr. Ambrister, if he wanted to file a written grievance on it you would be glad to file a written grievance on it?

A Yes, sir.

Q And the company as part of its facilities furnishes a septic tank?

A True.

Q And you registered a gripe or complaint about the overflowing of the septic tank?

A Yes, sir.

Q And that grievance was adjusted, or complaint was adjusted by installation of spring faucets?

A That's right.

TRIAL EXAMINER BEST:

What steps are followed in grievances? Is there any well-defined steps?

THE WITNESS:

Yes, I believe the company has a plan for grievances. We call it our Bible, the company's Bible.

TRIAL EXAMINER BEST:

In the by-laws?

THE WITNESS:

In the by-laws, yes.

Q (By Mr. Keenan) Isn't it a fact that most grievances are held informally with one of the management officials usually at one of these meetings?

[1560] A Yes, sir, that's true.

Q With regard to the wage raise, was not your question more directed to, was not your discussion with management more of a question as to when and if you would get a wage raise than "let's have one?"

A Well, yes. We couldn't demand one. We just —

Q And at that meeting before you even raised the question of wages at the Pampa meeting I believe you had heard Mr. Burdett give a little speech in which he intimated that any wage raise granted would be in October?

A Yes, sir.

Q So it was understood that any discussion of wage raises was futile till that time?

A Yes, sir.

Q In fact, Mr. Twentier, your committee has no function with changing basic company policy whatsoever, has it?

MR. BAUER:

Objection, Mr. Examiner. What is basic company policy is a matter of interpretation. I think the witness can testify to what the committee dealt with and attempted to do.

MR. KEENAN:

All right, I will withdraw the question.

Q (By Mr. Keenan) Your committee has nothing to do with changing the Guide, does it?

A No, sir.

Q On the other hand, your committee is concerned with whether [1561] or not your foreman and other bosses are following the Guide, is that not right?

A Yes, that would be. Naturally we want the right interpretation of the Guide.

Q As you say you don't write the Guide but you can see to it that you get an interpretation, is that correct?

A That's right.

Q Now, along that line the company has an established policy of granting vacations, has it not?

A That's true.

Q And the company grants vacations when the men request them if at all possible, is that not correct?

A Your vacation every day is determined by your original employment date and thereafter if your employment, say, was the first of August, why, unless you operated the —

Q So, after the first of August you could take a vacation, however, if you wanted to wait to take your vacation in November, ordinarily speaking, you could do so, couldn't you?

A That's right.

TRIAL EXAMINER BEST:

The end of the year must come first?

THE WITNESS:

That's right.

TRIAL EXAMINER BEST:

And then you work out with the company when to take it?

THE WITNESS:

The following year, yes, sir.

Q (By Mr. Keenan) If there is any conflict in the date the [1562] seniority determines it, doesn't it?

A That's right.

Q However, it is also company policy that the plant superintendent can veto your choice, is that not correct?

A That's true.

Q Now, the old plant superintendent had a general — the old district superintendent put a general veto as to Christmas vacations?

A That's true.

Q Do you remember why?

A Well, all I got was secondhand information. The happenings happened at the Walton Plant and there was hard feelings because some were taking vacations over someone else, and he just abolished it. There is just a short period of time of Christmas vacations and you get a week when school is out, and in order to save himself a headache he abolished it.

Q Mr. Neely has retired?

A Yes, sir.

Q And Mr. Cullum took over?

A That's true.

Q And actually, perhaps, Mr. Neely had been departing a little bit from company policy?

A I don't say that we had anything in our Guide taking Christmas vacations away from the men.

Q And when you brought it back up to Mr. Cullum he said you [1563] could take Christmas vacations under the circumstances?

A Yes, sir.

Q Was there any particular individual that registered this gripe?

A Yes, sir, I am sure there were others, but one man's name is mentioned in the minutes, yes, sir.

Q Now, turning to the Central Committee. You have been to many Central Committee meetings, have you not?

A Just two or three. I don't know. You see, years ago we had Central Committee meetings more often than at the present time. Mr. Stinson could give you more information on that.

Q In general what happened at the Central Committee meetings?

A You mean our meeting with Mr. Stinson?

Q Yes, sir, what is the first thing that happened?

A The employees and management meet together and we usually have a report of the company's business, how they have prospered during the year and the outlook for the coming year. Two or three different members of management will give speeches and there will be a picture usually along that line. I believe this year we had two speakers from management, and sometimes we will have two outside speakers speak for the Company as a whole.

Q And then you go off with Mr. Stinson?

A Yes, sir. The employee members go off with Mr.

Stinson and have a discussion with him.

[1564] Q Tell me what the nature of these discussions are, what happens there?

A We usually bring up things from our Plant there what the employees thinking is and what they desire to be brought up to management. In other words, it's our only chance to bring up to top management what the employees are thinking.

Q On the other hand, do you not request, ask questions and request interpretations from Mr. Stinson?

A Yes.

Q When there is a problem that somebody can answer better than Mr. Stinson does he call them in the meeting and have them speak to you?

A He will usually say I will look into the matter and send you a letter on it.

Q Does he ever call in the Credit Union man or safety man to give you an answer?

A To my knowledge he never has.

Q For instance, in the 1956 meeting I believe you asked Mr. Stinson what the company policy was about advance payments, did you not?

A I believe that was in a discussion and someone else brought up about the insurance. In other words, disability insurance. I believe that was just in the discussion. I suggested more or less a relief making an advance payment to someone, disability pay, hospital bills, and so on and so forth.

[1565] Q Didn't Reho Stinson say that there was a provision set up for emergency advances if your department approves it?

A Yes, sir.

Q And you informed Mr. Stinson the problem of the steep time of the situation with regard to the shifts at the gasoline plant, did you not?

A Yes, sir.

Q That has been a perennial gripe, has it not?

A I would say yes.

Q You also inquired as to whether Steve Neely's job would be filled, did you not?

A We knew Mr. Neely's job hadn't been filled. We knew, in other words, that it was none of our business but brought it up only due to the fact it would mean an advancement for someone.

Q You wanted to find out what they were going to do about it?

A That's right.

Q Didn't they tell you that Mr. Neely had been sort of an old man and they didn't feel that his retirement would require an additional employee?

A Yes, and what I said, that it was none of our business, which was probably true.

TRIAL EXAMINER BEST:

Did they ever fill his place?

THE WITNESS:

No, sir, one man is filling both places at the present time.

[1566] Q (By Mr. Keenan) Now, with regard to the Central Committee, did you feel that your committee, that you or the other committeeman, rather, had any function with regard to changing the company policy with regard to wages and hours and other conditions of employment?

A No, sir, we just felt like we could bring it to their attention, how the employees felt on those different things.

* * * *

REDIRECT EXAMINATION

Q (By Mr. Bauer) Mr. Twentier, when you are in a committee meeting do you feel you can discuss company policies which are not set forth in the Guide?

A Well, I don't know just what you mean by the question.

Q Do you feel yon can just talk about any complaint or working conditions that any employee may call to your attention as a committeeman?

A I feel any grievances any employee has, yes, sir.

Q Does it make any difference on that particular subject whether the company has established a company policy or not?

A Well, I don't think we would have much grievance where the company has established a company policy on it.

* * * *

[1571] FURTHER REDIRECT EXAMINATION

* * * *

[1572] TRIAL EXAMINER BEST:

Just one thing I would like to ask you. With reference to the relationship between the committeemen and the employees themselves, you say that on occasions you have

had meetings with these employees to discuss various things?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER BEST:

How are those meetings called and under what circumstances?

THE WITNESS:

Well, the one we have a record of here was called — we knew when the committeeman was coming to Pampa to represent the group, in other words, we posted a notice and we asked them what they wanted us to bring up to management. They approved of it and thought it was a good idea. We posted it and said that everybody that is interested come after regular working hours.

TRIAL EXAMINER BEST:

You had authority to call those meetings most anytime you saw fit if it didn't interfere with your work?

A That's right, sir.

TRIAL EXAMINER BEST:

When you wanted to have a meeting with management how did that come about?

THE WITNESS:

We had authority to ask management to meet with us. Of course, we left it up to their convenience. If we [1573] had something to talk to them about we would ask to meet with them.

TRIAL EXAMINER BEST:
And they would grant approval?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER BEST:
On company time?

THE WITNESS:
No, sir, I believe the by-laws say on your own time. However, if he so desires and sees fit, of course, we give him the privilege to name the hour. If he sees fit to hold it on company time we do that.

TRIAL EXAMINER BEST:
If some member of management wanted to meet with the committee they would notify the committee that they wanted to meet?

THE WITNESS:
That's right.

TRIAL EXAMINER BEST:
When were they held?

THE WITNESS:
On company time.

TRIAL EXAMINER BEST:
Beyond that kind of arrangement and beyond the fact that you were elected committeeman each year by a vote of employees, was there any other form of organization?

THE WITNESS:
No, sir.

TRIAL EXAMINER BEST:
No regular time of meeting?

THE WITNESS:
No, sir.

TRIAL EXAMINER BEST:
No regular place?

THE WITNESS:
No, sir.

TRIAL EXAMINER BEST:
No officers of any kind among the employees other than the committeeman?
[1574] A That's true.

TRIAL EXAMINER BEST:
The committeemen were open to hear any employee that wanted to file a grievance?

THE WITNESS:
That's right.

TRIAL EXAMINER BEST:
Or a matter discussed?

THE WITNESS:
Yes, sir. You may be excused.

* * * *

JOHN BOYD KAUFFEY,

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER BEST:

Give us your full name and address.

THE WITNESS:

John Boyd Kauffey.

TRIAL EXAMINER BEST:

Your address?

THE WITNESS:

Star Route, Kermit, Texas.

DIRECT EXAMINATION

Q (By Mr. Ambrister) Mr. Kauffey, by whom are you employed?

A Cabot Carbon Company.

Q At what plant?

A Walton Gasoline Plant.

Q For how long have you been employed there?

A Oh, I believe April, 1951 was when I went to work for them.

[1575] Q What job do you hold at the Walton Plant?

A I am a process operator.

Q Does the Walton Plant have a Union representing employees there?

A We have a committee.

Q Well, do you have an outside Union representing the employees there?

A We have nothing but the company committee.

Q Is that called the Employee Committee?

A The Employee Committee, that is correct.

Q Are you a member of the Employee Committee at the Walton Plant?

A I am a representative at the present.

TRIAL EXAMINER BEST:

What do you mean by representative at the present. Were you elected as representative?

THE WITNESS:

No, I was elected as represented.

TRIAL EXAMINER BEST:

Of the entire committee?

THE WITNESS:

Of the men working, members of this committee. All employees are members of the committee at the plant.

[1576] TRIAL EXAMINER BEST:

I don't quite understand you. Is any other committeemen elected besides you?

THE WITNESS:

No, sir, we are a small plant and we only have one committeeman and an alternate.

TRIAL EXAMINER BEST:

You are the elected committeeman?

THE WITNESS:

Yes, sir.

Q (By Mr. Ambrister) How many employees do you have at the Walton plant?

A Oh, approximately 28, I would say, somewhere along there.

Q Does that include supervisory employees?

A Well, I was talking about the working men.

Q Referring your attention to the meetings — well, strike that.

Approximately how many employee committee meetings were held in 1956?

TRIAL EXAMINER BEST:

Now, since this man is the only committeeman I think you had better be a little more definite about what a meeting is.

Q (By Mr. Ambrister) All right, let me strike that question for the moment and ask this question. What types of committee meetings do you hold at your plant?

A Well, all the boys, we just get together and have an informal meeting. It's very informal.

TRIAL EXAMINER BEST:

All employees of the plant?

THE WITNESS:

All employees of the plant. It is a very [1577] informal meeting.

Q (By Mr. Ambrister) Now, Mr. Kauffey, the type of meeting you are now referring to are management officials normally present?

A Not unless they are asked to attend.

Q Now, does the employee committee have any other types of meetings at your plant?

A No, we do not.

Q Is there any occasion for the employees' committee to meet with representatives of management?

A Well, no not unless — not unless we would want to meet with them. I am sure they would attend to any meeting we would ask them to attend.

Q Well, have you as an employee, as one of the employee committee members, met with management in a regular meeting in 1956?

A Do you mean a meeting of all employees and management?

Q No, sir, just the meetings of the employee committeemen and management.

TRIAL EXAMINER BEST:

Have you ever met with management as the committeeman representing all the other employees outside of the meeting with all the general employees themselves?

THE WITNESS:

Yes, we have met with them.

Q (By Mr. Ambrister) Referring your —

TRIAL EXAMINER BEST:

When you say "we" who do you mean?

[1578] THE WITNESS:

The alternate and myself.

TRIAL EXAMINER BEST:

You and the alternate?

THE WITNESS:

Yes, sir.

Q (By Mr. Ambrister) Referring your attention to on or about January 12, 1956 I ask you if you called a committee meeting?

THE WITNESS:

May I see this?

Q Well, tell us, Mr. Kauffey, what you recall about that meeting, if you can.

MR. KEENAN:

Mr. Examiner, he has got a witness on the stand —

TRIAL EXAMINER BEST:

What date is it that you referred to?

MR. AMBRISTER:

On or about January 12, 1956.

TRIAL EXAMINER BEST:

Do you recall requesting a meeting with management on or about that time?

THE WITNESS:

I don't believe we had a meeting with management on that date, as far as I remember. As far as remembering a certain date that is kind of hard to remember, but we did have an informal committee get-together approximately that date.

TRIAL EXAMINER BEST:

Of all the employees?

THE WITNESS:
Of all the employees in the plant.

TRIAL EXAMINER BEST:
For the purpose of dividing here let's call the committee meetings you and the alternate or you alone met with some representative of management, and where you had a meeting of all the employees, let's call that an employee [1579] meeting just for the purposes of dividing it.

MR. HILLYER:
May I suggest counsel use the same terms in questioning him?

TRIAL EXAMINER BEST:
That will clarify it.

Q (By Mr. Ambrister) Now, at this employee meeting that you were referring to on or about January 12, 1956, were minutes kept of that meeting?

A Yes, they were.

Q I show you a document here entitled "Minutes of Employee Meeting at the Cabot Walton Plant, Kermit, Texas," dated January 12, 1956 and ask you if this document is a copy of the minutes taken at that meeting?

A Yes, that's correct.

MR. AMBRISTER:
I would like to identify this for the record as General Counsel's Exhibit 27A.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 27-A for identification.)

MR. KEENAN:

Now, before you interrogate the witness any further, do you intend to introduce it?

MR. AMBRISTER:

Yes, sir.

MR. KEENAN:

All right, go ahead and put it in, and we will agree it can go in under the same conditions as previously stated.

TRIAL EXAMINER BEST:

All right, it will be admitted into [1580] evidence without objection.

(The document heretofore marked General Counsel's Exhibit No. 27-A for identification was received in evidence.)

Q (By Mr. Ambrister) Now, do you recall what was discussed at that meeting?

A Yes, we had a boy that was to be brought up as a process operator from the engine room. At that time he was an engineer and he had seniority over some of the operators and the discussions was days off, was the only thing it amounted to. It was a very minor grievance, but some of the boys operating felt like that he should be entitled to Saturdays and Sundays off, and at that time this boy asked for Saturdays and Sundays off, due to the fact he had company seniority and they felt like due to the fact that he had job seniority or rate seniority they should have choice days off and we had a little discussion on that and we just asked

– all we did was call a meeting together and talk to the boys and asked what they thought about it and get the opinion of the other boys in the plant and see if they felt the same way, and they did. They felt like the man with the oldest job seniority or rating seniority should be entitled to Saturdays off.

TRIAL EXAMINER BEST:

Were any representatives of management at this employee meeting?

THE WITNESS:

No, strictly a get-together of the boys in [1581] the plant. It was an informal get-together to find out what they thought about it.

TRIAL EXAMINER BEST:

Was it during working hours?

THE WITNESS:

No, sir, it was after working hours.

TRIAL EXAMINER BEST:

On the plant premises?

THE WITNESS:

Yes, sir.

Q (By Mr. Ambrister) Mr. Kauffey, within a short period was an employee committee meeting called?

A Yes, we conveyed our discussion that was discussed. As I stated we conveyed that to local management.

TRIAL EXAMINER BEST:
Now, who was present at that meeting?

THE WITNESS:
Mr. Cullum — no, I will take that back. Mr. Hall and Mr. Evans.

TRIAL EXAMINER BEST:
Where was the meeting held?

THE WITNESS:
That was held in the office.

TRIAL EXAMINER BEST:
And how long after the employee meeting was it?

THE WITNESS:
Oh, a day or so.

TRIAL EXAMINER BEST:
The purpose of it, I presume, was to discuss with management the same things you have discussed in the employee meeting?

THE WITNESS:
Yes, sir, that's true.

TRIAL EXAMINER BEST:
All right, go ahead.

Q (By Mr. Ambrister) Has there been any other employee [1582] meetings held this year in 1956 at the Walton Plant?

A One other meeting before we came to the Pampa meeting at the Central meeting. I got the boys together for an informal discussion to see if they had anything they would like for me to bring up.

Q Where was that held?

A In the same place as the other was held, in the coffee room.

Q What time was the meeting held?

A After work hours.

Q You recall what was discussed at that meeting?

A Well, one, we had one boy there that was a member of the National Guard and he had a problem or a discussion that he would like to bring up about the fact he had to go to camp each year for two weeks and he thought maybe the company might pay him for his time off or a portion of his time off while he was at the camp, or he asked me to mention that. That was one. Oh, we had another gentleman that had gone to work only for a short time and wanted me to ask if he would have to take a tour job. He didn't care to work tour, and wanted to know if he could continue working for the company unless he run tour.

TRIAL EXAMINER BEST:

What do you mean run tour?

THE WITNESS:

Well, all our work is tour work. The majority of it is tour work. We have three shifts. The plant operates 24 hours a day and a crew works eight hours and another [1583] eight hours and another eight hours from eight in the morning until four o'clock and from four o'clock to twelve at night and from twelve at night until eight the next morning.

TRIAL EXAMINER BEST:
Where would he work if he didn't work on that shift?

THE WITNESS:
Well, we have a maintenance crew that works in the yards, digs ditches, keeps up machinery to keep the plant operating.

TRIAL EXAMINER BEST:
Do they work independently?

THE WITNESS:
Yes, sir, the maintenance crew, they work during strictly daylight hours.

TRIAL EXAMINER BEST:
That is what he wanted?

THE WITNESS:
Yes, he wanted to work on the maintenance crew and didn't want to have to run tour.

Q (By Mr. Ambrister) What was his question?

A Well, he just asked if he had to run tour if he continued working with the company.

Q Do you recall any other matters that were brought up at that meeting?

A Well, it was in the minutes. I would have to see that.

Q Were written minutes kept of that meeting?

A Yes, there were.

Q I now show you a document entitled, "Employee Committee Meeting, Walton Plant," bearing date of 3-14-56

and ask you if that is a copy of the minutes of the meeting which you are now [1584] referring to?

A. Yes, that's it.

MR. HILLYER:

Mr. Examiner, before we proceed any further on these minutes, does counsel intend to introduce the minutes that were presented to him in response to the subpoena or do you intend to pick and choose among the minutes?

MR. BAUER:

We will introduce the January 14 minutes, if that is what you have in mind.

MR. HILLYER:

I notice you have refrained from introducing it so far.

MR. BAUER:

Well, we are not going to question the witness on this particular minute. That, I think, is our choice.

MR. AMBRISTER:

I would like to identify this minute for the record as General Counsel's Exhibit 27-B, and ask that it now be admitted into evidence.

TRIAL EXAMINER BEST:

Is that 27-B or 27-C?

MR. BAUER:

Let us do this, Mr. Examiner, let us make this 27-C and let us make another minute which is dated January 14, 1956 27-B.

TRIAL EXAMINER BEST:

I thought you had already.

All right, go right ahead just so you don't duplicate the numbers. Which one do you want to identify this one as?

MR. AMBRISTER:

27-C. This is the employee's committee meeting at the Walton Plant dated 3-14-56.

TRIAL EXAMINER BEST:

Any objections to the introduction [1585] of that?

MR. KEENAN:

Subject to the same conditions.

TRIAL EXAMINER BEST:

All right, let the record show the minutes will be admitted into evidence subject to the same rules as previous minutes have been admitted.

(Thereupon the documents above referred to was marked General Counsel's Exhibits Nos. 27-B and 27-C for identification, and were received in evidence.)

Q (By Mr. Ambrister) Was there any complaint of the utility men and oilers rotating jobs?

A There was.

Q What was said in that regard?

A That's never been settled. All that pertained to each man would like to have a broader view of, or broader knowledge, in other words, different classification of his job and that would give a man an opportunity to learn more than

one job where when an advancement arose he would be able to take that advancement?

Q Well, Mr. Kauffey, I am asking what was said about that in this particular meeting.

TRIAL EXAMINER BEST:
What was the discussion?

THE WITNESS:
Well, we just brought that up. One of the boys brought it up in the meeting — may I read that, if you don't mind, so I will know the exact words that were said?

TRIAL EXAMINER BEST:
You are using that only to refresh your recollection. You must testify from your own independent [1586] recollection.

THE WITNESS:
Yes, sir, I want to be sure of the question before I answer it.

TRIAL EXAMINER BEST:
All right.

THE WITNESS:
That is a different question from what I had in mind. The Keystone Plant about that time was discontinued and they had oilers at the Keystone Plant working, which when the plant was shut down had to be transferred. Oilers and utility men from over there were transferred and that question was brought up if the oilers and utility men at Keystone

would retain their present ratings. To the best of my knowledge that was what was brought up on that question.

Q (By Mr. Ambrister) Was anything said at this meeting, employee meeting, in regard to the company giving a raise in wages, and if so, what was said at that meeting?

A Well, we never had a meeting yet that that didn't come up and we laughingly asked for a raise in wages. Somebody over in the corner said, "How about a raise in wages," and that is the way that was brought up.

Q Was any reason given by anyone present as to why the company might grant a raise in wages?

A I believe not. I don't remember any more discussion on that than what I have mentioned.

Q Was anything mentioned about retaining seniority in transferring to the TB&C Company?

[1587] A Yes.

Q What was said in that regard?

A We had a man at the plant at that time that was interested in going to the TB&C at Houston. He had ten years seniority with the company and he asked the question if a person would retain his seniority if he went to Houston and went to work for the TB&C Company.

TRIAL EXAMINER BEST:

What is the TB&C Company?

THE WITNESS:

Texas Butadiene & Chemical Plant which is being built at Houston.

TRIAL EXAMINER BEST:

Does that belong to Cabot?

THE WITNESS:

They have an interest in it but it is not operated by Cabot.

Q (By Mr. Ambrister) Was anything said about the procedure necessary to make a transfer from one department to another?

A Yes.

Q What was said in that regard?

A Well, of course, at that meeting there wasn't anything said other than it was just brought up about that subject and that question was answered later by management. You are still talking about the committee meeting?

TRIAL EXAMINER BEST:

Employee meeting, where no management was present.

THE WITNESS:

No management was present, that's right.

Q (By Mr. Ambrister) Was an employee committee meeting held [1588] shortly thereafter at the Walton Plant with management?

A Yes.

Q Would you tell us who attended that employee committee meeting?

A The alternate and myself and Mr. Cullum. Mr. Hall and Mr. Evans.

Q Who is Mr. Hall?

A The general superintendent of the Gasoline Plant.

Q Who is Mr. A. H. Evans?

A He is the assistant plant superintendent of the Walton Gasoline Plant.

Q And who is Mr. C. E. Cullum?

A That is the first one you asked me; didn't you say Cullum?

MR. KEENAN:
No, he said Hall.

THE WITNESS:
Mr. Hall is the plant superintendent and Mr. Cullum is the general superintendent.

Q (By Mr. Ambrister) Were minutes kept of this employees' committee meeting?

A I believe they were. I am not positive about that, but I believe they were.

Q I show you a document entitled, "Employee Committee Meeting, Walton Plant —"

MR. KEENAN:
We will stipulate the document you have in your hand produced by us —

MR. AMBRISTER:
I would like to identify it, please.

[1589] MR. KEENAN:
All right.

MR. AMBRISTER:
"Employee Committee Meeting, Walton Plant," dated 3-15-56, and I would like since there is no objection to have this admitted as General Counsel's Exhibit 27-D.

TRIAL EXAMINER BEST:
All right, subject to the same conditions as heretofore established, let the minutes of that meeting identified as General Counsel's Exhibit 27-D be admitted in evidence.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 27-D for identification and was received in evidence.)

Q (By Mr. Ambrister) I ask you if about the same questions were covered at this employee committee meeting as were covered earlier in the employee committee —

MR. HILLYER:

Objected to as entirely too indefinite and vague.

MR. AMBRISTER:

Well, I will withdraw the question.

Q (By Mr. Ambrister) Well, was the question of days off for tour men brought up at the employee committee meeting?

A Yes, they were.

Q Do you recall what was said at this meeting about this question?

A We was to receive an answer at a later date.

TRIAL EXAMINER BEST:

You presented the question to management at that meeting?

[1590] THE WITNESS:

Yes, sir.

TRIAL EXAMINER BEST:

And they gave you an answer at a later date?

THE WITNESS:

Yes, sir.

Q (By Mr. Ambrister) Do you recall what, if anything, was said about wage increases at that meeting?

A I don't believe there were, the best I can remember. There might have been, but I couldn't swear to it.

Q Do you recall a discussion at the employee committee meeting about the Army pay for the man in the National Guard?

A Yes, I do.

Q What was discussed at the employee committee meeting in regard to this question?

A That was to be referred to at a later date also.

TRIAL EXAMINER BEST:

You presented the question to management?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER BEST:

And they deferred answer on it?

THE WITNESS:

Yes, they stated they would answer it at a later date.

Q (By Mr. Ambrister) Did you bring up the question discussed earlier in the committee meeting about what would happen —

MR. KEENAN:

I thought that was the employee meeting and not the committee meeting.

MR. AMBRISTER:

The question was brought up earlier. I will [1591-2] withdraw the question, if it will clarify it.

MR. KEENAN:

I was just wondering if you weren't getting the terms confused again. I didn't know.

TRIAL EXAMINER BEST:

We are talking about the employee committee meeting with management which followed the previous employee meeting?

MR. AMBRISTER:

That's right.

Q (By Mr. Ambrister) Was the question raised at the employee committee meeting about a man being compelled to take a tour job in order to be able to continue working?

A Yes, it was.

Q What, if anything, was decided or discussed in that meeting?

A That was referred to the Guide.

Q Who referred it to the Guide?

A I couldn't say offhand. I don't know exactly who did refer that to the Guide, but it is in the Guide.

Q Was the procedure discussed for making transfers from one department to another in the Cabot organization?

A They were.

Q What was discussed in that regard?

A I don't remember whether this was discussed there or whether it was discussed at a later date, but anyway the answer was that the person requesting the transfer or wishing a transfer was to write to whoever was head

of the department [1593] where he wished to transfer to see if there was an opening, and if so, and it was acceptable by his bosses where he was working and all he could be transferred.

Q Mr. Kauffey, do you know of your own knowledge whether or not written grievance forms are on hand at the office in the Walton Plant?

A I never had occasion to use one. I know in my own mind they have them, but I have never had occasion to use one, so I have never seen one.

Q As an employee committee member would you feel it would be your duty as a committeeman to process any grievance that an employee asked you to process for him?

A I do.

Q And would that action on your part be limited in any way?

A Well, it's limited to the procedure which we can go through.

TRIAL EXAMINER BEST:

Your policy is a prescribed procedure for you to follow?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER BEST:

Is that the procedure that's contained in the by-laws that are published in the employee handbook?

THE WITNESS:

Yes, sir, it is.

MR. AMBRISTER:
That's all.

CROSS-EXAMINATION

Q (By Mr. Keenan) Let's see, Mr. Kauffey, first of all [1594] you operate, you work at a gasoline plant?

A Yes, sir.

Q The last witness described the Estes Gasoline Plant for us. Is the Keystone or rather the Walton Plant generally similar?

A Yes, it is. We process natural gas there and make casing head gasoline, butane and propane.

Q Now, you mentioned at one time during your discussion the Keystone Plant; what is or was the Keystone Plant?

A The Keystone Plant was a gasoline plant the same as ours, at one time, and was discontinued.

Q Now, are there any operations, any machinery or equipment at the Keystone Plant still in operation?

A Yes, sir, there are.

Q What plant personnel operates that machinery and equipment?

A Plant operator. They have the power unit that they manufacture the power —

Q Is that minor operation combined with the Walton operation now?

A It's combined with the Walton operation, that is, under the same management.

Q And you are the committeeman for the employees that operate that equipment down there, too?

A Yes, sir.

Q Was that —

TRIAL EXAMINER BEST:

How close are the two approximately [1595] together?

THE WITNESS:

Approximately four and a half miles together.

TRIAL EXAMINER BEST:

In other words, any operation going on at Keystone now is part of the Walton Plant operation?

THE WITNESS:

Yes, sir, it is.

Q (By Mr. Keenan) Was that shut down of the Keystone Plant that you mentioned that caused the Walton Plant to absorb the personnel of the Keystone Plant?

A Yes, sir, that is the personnel that didn't continue operating over there. Part of those men stayed on as operators of that plant.

Q Now, referring now to the employee meeting of January 12, as I take it, one man had a complaint relative to his seniority and thought that there ought to be job seniority rather than company seniority and ought to have a choice of days off, is that right?

A That's right.

Q And before processing or taking this complaint up with management you thought you should get the sentiments or views of all the employees, did you not?

A Yes, sir, it more or less involved all of the employees because at some time they would be in the same position.

Q So you took a vote?

A Yes.

Q Therefore, when you said in answer to one of Mr. Ambrister's [1596] questions that you would process any

grievance brought by an employee you didn't really mean that, did you; you would find out first of all whether there was some merit to it, would you not?

A Well, sure, I should have thought a little more when I answered that. What I meant to say by that remark, any grievance within that plant that any employee had that was legal. Some boy might have something that doesn't amount to anything and might not be just but anything we feel that would be just we would process it.

Q Some grievances might not be within the scope of your authority?

A That's right.

Q For instance, if someone wanted to make a general grievance to get a wage raise you don't feel you have the authority to do that, do you?

A We don't have that authority.

Q Now, I show you the minutes of January 14 which have been introduced into evidence as General Counsel's Exhibit 27-B and ask you to read the second paragraph beginning with, "It is understood that this group —"; just read it to yourself.

TRIAL EXAMINER BEST:

Aren't those exhibits marked?

MR. BAUER:

Yes, sir, they are marked.

MR. KEENAN:

Yes, sir.

Q (By Mr. Keenan) Have you read the second paragraph?

[1597] A I have.

TRIAL EXAMINER BEST:

I am a little bit confused. Has this been admitted in evidence? I thought you introduced 27-C and reserved 27-B.

MR. BAUER:

This is General Counsel's Exhibit 27-B.

TRIAL EXAMINER BEST:

Well, has it been admitted in evidence?

MR. BAUER:

I think you ruled on all of them.

MR. KEENAN:

I don't think it has been.

TRIAL EXAMINER BEST:

Can we agree it is submitted in evidence now?

MR. KEENAN:

Yes, sir, subject to the same conditions as the previous exhibits.

TRIAL EXAMINER BEST:

If 27-B has not been admitted in evidence it is now admitted in evidence without objection.

Q (By Mr. Keenan) Now, that paragraph reads, does it not, that it is understood that this group has no authority to establish company policy, and any interpretations of the Guide made here are subject to review and approval of Mr. F. M. Neely, division superintendent, and Mr. Reno Stinson, director of industrial relations; that is the way that paragraph reads, is it not?

A That is correct.

Q Now, it's a fact, is it not, Mr. Kauffey, that your committee has no authority to negotiate any changes in the [1598] Guide, isn't that right?

A That's true.

Q On the other hand it is the purpose of you as a committeeman and of your committee to adjust grievances in accordance with the Guide or to present grievances?

A That's true.

Q Now, did you at this January 14th meeting bring up the question which had been presented, which had been raised at your employee meeting a few days before, and I hand you the minutes of January 14 and ask you to read them through once to refresh your recollection.

During the course of that meeting was the Guide consulted for an answer to the questions presented to management?

A I believe it was read, yes, sir.

Q And now, with regard to the question which you-all had raised at this employee meeting, that is, the question of job or rate seniority as against plant seniority for choice days off, what solution did the committee reach as a result of consultation with the Guide?

A They approved the change.

Q You say approved a change; had there been a different practice at the Walton Plant before that?

A Well, I don't know whether it had been authentic or not. It had been practiced a little different, but whether it was ever approved to be done that way or not I couldn't say.

[1599] Q You say one particular individual griped about the practice and you took that up with management for him, is that correct?

A Yes, he felt he should have better days off.

Q And he had the highest job seniority but somebody had a little more company seniority, is that correct?

A That's true.

Q And management as a result of this complaint awarded him the better days off, is that correct?

A Yes, sir, that is correct.

Q And it says here in the minutes this interpretation was made in accordance with the Guide, is that correct?

A Yes, I believe that is correct.

Q Now, I note in those minutes that the Guide was consulted not only as to this particular problem but as to a number of other problems relative to seniority, is that correct?

A Yes.

Q What happened was this, the parliament voted on the general discussion of seniority?

A Yes, sir, there was some discussion of it, yes.

Q Was your discussion largely involving a clarification on your interpretation or understanding of the Guide?

A Well, it was clarification and interpretation of it, yes, sir.

Q I refer you now to the meeting of March 14, that is, the [1600] employees' meeting which has been identified as General Counsel's Exhibit 27-C. I again want you to look that over and after looking that over let me ask you if what happened was not that the employees assembled merely and requested that you obtain from management the answers to their questions which were bothering them, for instance, look at the second paragraph, Mr. Kauffey, and

let me ask you if that was not just a request as to whether or not the oilers, or I had better ask you what was that question because I believe you told me that the minutes didn't accurately reflect.

A Well, it was asked if the utility men and oilers were going to retain jobs and whether or not it would affect their days off.

Q They have in there that it was asked if the utility men and the oilers were going to rotate jobs and you have said just retain jobs. Is that a misprint in the minutes?

A I guess I have it here like it was.

Q Rotate or retain?

A It was asked if the utility men and the oilers were going to retain jobs — no.— rotate. It is so bad I couldn't hardly read it.

Q And whether or not it would affect their days off, is that correct?

A Yes, that is correct.

Q Now, having read that what was that all about, would you [1601] tell us?

A Well, it wasn't anything more than learning more about more than one job. We have oilers and we have utility men which fire the boilers and then we have an engineer and an operator and in rotating those jobs that gives the man if he is oiling a change to learn the next classification he is entitled to. If he learns a different job, he is in position when an advancement comes to be able to take the job.

Q And the men wanted to know if the company was going to follow that policy; had they done it before?

A Well, it had been done to this point. If a man was in line and was refused for some reason the next man in

line would step around and take the job, if it was only due to the fact that the man in line for it had refused it.

Q Now, what that employer that was in the National Guard wanted to know was whether he would get some pay while he was on duty?

A That was kind of a funny thing. He said his wife objected to his going off and he thought he might get a vacation to be with her a week. That is how that came up.

Q And this other matter, this inquiry was just a question as I understood it as to what the company policy with regard to this man being compelled to take a tour job, is that right?

A Yes, he just brought that question up. He was in doubt about it. He just wondered if he would have to take a tour job, [1602] if he continued working for the company, and that was referred back to the Guide on that question.

Q That was the day before?

A Of course, I can't say it was referred to the Guide at our first meeting. We just held that over and brought it up later on.

Q Then the next day you went and had a meeting with Mr. Cullum, Mr. Evans and Mr. Hall, is that right?

A I am not sure whether it was the next day, but we had a meeting in a short while. I am not sure how many days it was.

Q All right, I show you General Counsel's Exhibit 27-D which purports to be a meeting of the Walton committee on March 15, 1956 and ask you to look at the first paragraph.

Now, Mr. Kauffey, in your previous testimony you stated that you were given no answer to that question with regard to days off for tour men and you were told that the policy

would be given to you later. Now, there is a policy set forth in this minute, and actually you didn't get the answer until some time later, did you not?

A Well, I believe that's true. Now, it's hard to remember exactly whether we received that answer that day or not, but I believe it was referred to and within a short time that change was made. I believe that's right.

Q You don't know whether you got the information right in that meeting or not, is that correct?

[1603] A Offhand I couldn't answer.

Q You couldn't answer?

A No, sir.

Q In any event you were at some later time given an answer?

A Yes, we were given an answer on that and the change was made.

Q All right.

A It wasn't exactly a change made because this man was just stepping up to this job new and we set it up that way and he took the job.

Q In other words, the company satisfied his complaint?

A Yes, everybody was satisfied. There was no dissatisfaction over the change at all.

Q Now, when you were being examined on direct examination as to this particular meeting you were not shown these minutes, were you, these particular minutes?

A I believe not.

Q Now, going back down to the third — the fourth paragraph relative to the National Guard man. You were just told what the company policy was, is that correct?

A Is that the one where it says it was asked?

Q Yes.

A Yes, that's true.

Q Do you remember accurately whether you were told at this meeting or at some future time?

[1604] A I believe that we might have been and might not have been. I am not clear on that. That is about the same answer I gave you on the other one because I am not for sure.

Q I believe you did state that the company policy with regard to transfers was given to you at this particular meeting, is that correct?

A It was discussed and that was the answer, the way I stated that was the answer we got, if a man wished to transfer you would write or talk to the head of the department regarding the transfer and if he had an opening and would accept you and it was O.K. with your present management he would be transferred to that department.

Q Where did you get that information from, from the Guide or the company officials?

A I don't know whether that was in the Guide or not. I couldn't answer that one.

Q Did you have a suggestion plan at the Walton Plant?

A You mean suggestion plan for better operation of the plant?

Q Yes, sir.

A Yes, sir, we did.

Q Did you have any suggestions during your tour of duty?

A No suggestions during the two years and a half I have been there, no, sir.

Q Now, did you go to the Central Committee meeting, Mr. Kauffey?

[1605] A Yes, sir, I did.

Q That meeting was divided into two sections, was it not?

MR. AMBRISTER:

Mr. Examiner, I haven't previously objected on this point, but we didn't go into that on direct examination.

TRIAL EXAMINER BEST:

Well, he can tell us about the Central Committee meeting.

MR. BAUER:

Are you putting him on as your witness?

MR. KEENAN:

He is on cross-examination.

MR. BAUER:

You are going beyond the scope of the direct examination.

TRIAL EXAMINER BEST:

I have ruled on that before. This is not matter that was brought out by General Counsel on direct examination, but I will permit other counsel to bring it out, not by cross-examination but let him question the witness and make his own explanation.

Q (By Mr. Keenan) Tell us about it, tell us the first thing that happened?

A The first morning of that meeting we met in the Hughes Building up in the auditorium and Mr. Burdett gave a talk on how much the company made in 1955 over 1954 and approximately what they figured it would be in 1956, to give us an idea of what the company's output was so that we could report back to the boys and give them a general idea of what the working conditions of the company and what they were doing, and then we were all [1606] introduced very informally. We stood up and each com-

mitteeman was introduced to everyone in the room and there was various reports on the plant, like Sonora, a plant in Canada that Mr. Hendricks is superintendent there gave a very interesting discussion of Sonora, how it was operated and the other plants in the same manner, more or less a get-together and more or less a report on what each plant did over the year, previous year.

Q Mr. Kauffey, what was the most significant thing to you that Mr. Burdett spoke about?

A He is quite a dynamic speaker I like to hear him talk. I couldn't pick out any particular subject. I guess his jokes.

Q Was there any talk about a wage increase in his speech?

A Yes, sir, he brought it up. He stated it was the company policy to give a wage increase, but the exact date I don't remember, but it was October, I believe, and he assured us that we would have an increase by that time or around that time.

Q All right, and after you got through —

TRIAL EXAMINER BEST:

Before you go on to that, who all was in attendance at Mr. Burdett's speech?

THE WITNESS:

All the committeemen that represented the various plants of the organization and management.

TRIAL EXAMINER BEST:

Were any matters of business taken up with reference to the committeemen?

THE WITNESS:

No, sir, there was not.

[607] Q (By Mr. Keenan) Did anybody in the audience get up and say anything or did you just sit there and listen to speeches?

A No, as I have told you, that is what happened.

Q You just got introduced and heard speeches, is that right?

A Yes, that's right.

Q Now, that afternoon I believe you had a meeting with Mr. Reno Stinson, is that correct?

A Yes, sir, after lunch we had a meeting with Mr. Stinson, all the committeemen and Mr. Stinson met and management met in a different place altogether.

TRIAL EXAMINER BEST:

Mr. Stinson was the only member of management at your meeting?

THE WITNESS:

Yes, sir, I believe that's right.

Q (By Mr. Keenan) Did Jerry McCune come in at all?

A If he did he was in for a very short time to see if we needed anything. He didn't sit in on the meeting. As far as my knowledge, he didn't.

Q What was the nature of the discussion you had with Mr. Stinson?

A Well, it was an informal get together of the committeemen and Mr. Stinson for us to express our views to Mr. Stinson of any safety factors in the plant that needed to be corrected or if we could figure out some way to step up efficiency in the plant and if we had any grievances,

I guess, we could discuss them there, which we stated and which we would discuss if brought [1608] up.

Q Did you discuss grievances at any time to any extent?

A These things we discussed in the minutes were brought up at that meeting, yes, sir.

Q You say brought up; in what manner were they brought up?

A Well, the grievances — not grievances — those things I had, like the boy to see if he could get paid while in the Army camp; I brought that up.

Q What did you do just ask Mr. Reno Stinson what the policy was on that?

A Yes, sir.

Q What was his answer?

A I believe that he referred that to a later date. I believe that's correct.

Q And did you ask any other questions of Mr. Stinson?

A Oh, yes, I believe I brought up the question about — no, I didn't bring it up — about rotation, I take that back.

TRIAL EXAMINER BEST:

Let's see if you brought up anything else.

THE WITNESS:

To be honest with you I don't remember.

Q (By Mr. Keenan) At that meeting with Mr. Stinson was there any attempt to change the company policy?

A No, sir, there was not.

Q Did, as a result of that meeting were wages increased?

A No, sir, they were not.

[1609] Q As a result of that meeting were the hours of work changed?

A No, they weren't.

Q As a result of that meeting were your vacations changed?

A No, sir.

Q In fact, let me ask you this, as a result of that meeting was there any change made in your conditions of employment?

A Not at our plant, no, sir.

Q At any plant?

A Not that I know of. I am sure there weren't, because there wasn't anything discussed to change.

Q I believe there was a change made in the by-laws, were there not?

A Let me see. Let me think a minute. Yes, sir, I believe there were. I think housing and transportation — now, wait — yes, a housing and transportation clause that was set up during the war when gasoline was rationed and tires were rationed and so forth and so on and they would form car pools so boys going back and forth to work would share cars, and any new employee they helped him find houses. At that time there was a critical housing shortage, and there was no further need for that and it was suggested that be restricted because there was no need for that any more and that was carried.

TRIAL EXAMINER BEST:

Who suggested the change?

THE WITNESS:

I couldn't answer that. I don't know.

TRIAL EXAMINER BEST:
Did the committeemen present a vote [1610] on whether or not to change it?

THE WITNESS:
Yes, sir, we voted on that.

TRIAL EXAMINER BEST:
And decided to change it?

THE WITNESS:
Decided to restrict that from the by-laws because it was no need for it.

TRIAL EXAMINER BEST:
Are they the by-laws you are governed by in the handbook?

THE WITNESS:
Yes, sir, in the Guide.

TRIAL EXAMINER BEST:
In the Guide.

MR. KEENAN:
That's all.

TRIAL EXAMINER BEST:
Any further questions?

MR. BAUER:
Yes, sir.

REDIRECT EXAMINATION

Q (By Mr. Bauer) Mr. Kauffey, are there shift differentials at your plant?

A No, sir, there are not.

TRIAL EXAMINER BEST:

What is a shift differential?

THE WITNESS:

Well, today tour in some organizations pay less money for day tours and a little more for evening tour and a little more for morning tour.

Q (By Mr. Bauer) When you attend an employee committee meeting with management do you feel you can bring up or discuss company policies not set forth in the Guide?

A We haven't had any occasion to bring up anything that is not set forth in the Guide.

[1611] Q Do you think you can bring such subjects up?

MR. KEENAN:

Objected to as hypothetical.

MR. BAUER:

I am asking what his views are.

TRIAL EXAMINER BEST:

Do you think you are limited to discussing only matters that the company policy provides for?

THE WITNESS:

Well, that's all we have ever discussed. That's all the

occasion we have had to discuss. I am sure we would be free to discuss anything else we saw fit to discuss.

Q (By Mr. Bauer) Do you know all of the items contained in the company Guide?

A No, I don't know them all. I don't refer back to them. That is a rather large book.

TRIAL EXAMINER BEST:

As a matter of fact is it possible for committeemen to always know what company policy is until they bring the matter up?

THE WITNESS:

Yes, sir, we have the Guide at our disposal at all times. It's in the office and anything I am in doubt about I am free to refer to the Guide and look it up. There is an index in the Guide that we can refer to and from that index find it in the Guide and read it.

TRIAL EXAMINER BEST:

Doesn't it require interpretation?

THE WITNESS:

Most of it is very simple. It is written in very simple language where most anybody could understand it.

Q (By Mr. Bauer) Is there ever occasion where two interpretations could be possible?

[1612] A To my knowledge there hasn't been any.

TRIAL EXAMINER BEST:

Well, isn't there some occasion when a matter might come up that there is no established company policy on that question?

THE WITNESS:
Well, it's possible, but we have never run across that.

TRIAL EXAMINER BEST:
Gentlemen, is this Guide in evidence?

MR. KEENAN:
It will be.

TRIAL EXAMINER BEST:
Allright.

MR. BAUER:
All versions of it?

MR. KEENAN:
We will put the whole works in.

MR. BAUER:
I believe the items in the Guide for one plant might not be the same as for another plant because of operating procedure.

MR. HILLYER:
Let's get to that when we come to it.

Q (By Mr. Bauer) Now, going back to the meeting on March the 14th, 1956, I call your attention again, Mr. Kauffey, to the employee who was concerned about National Guard service.

TRIAL EXAMINER BEST:
Just a minute. Who conducted direct examination of this witness first?

MR. AMBRISTER:
I did.

TRIAL EXAMINER BEST:
Well, let's don't change horses on him. There is too much possibility of repetition. You don't recall what Mr. Ambrister asked the witness and you would probably be going over the same grounds.

[1613] MR. KEENAN:
Let me say this. There have been times that I would have loved to have Mr. Hillyer take over for me, but it is court policy of every court that I have ever been in that the attorney who starts conducting the examination continues throughout.

TRIAL EXAMINER BEST:
Mr. Bauer, I don't object to your questioning the witness, but I think it is general policy in court hearings and all other kinds that when one counsel starts with examination of a witness he completes the examination. That is general policy, and I think you and he could get together without changing, but not that I have any objection to your doing it, but it is just contrary to the general way of doing it.

MR. BAUER:
One reason that I am doing this, Mr. Examiner, is that in respondent's examination there were matters that were gone into pertaining to the Central Committee meetings and Mr. Ambrister was not assigned to this case until quite some time after I was and is not as familiar with those things as I am and to those sections where respondent

brought out new matter, and I might be in better position to review them.

MR. HILLYER:

What you are interrogating him about now is the same matter Mr. Ambrister questioned about.

MR. KEENAN:

Well, what's the best decision; can two counsel cross-examine the same witness? If so, we want the same privilege. Could we have it?

[1614] TRIAL EXAMINER BEST:

I think it's the general rule, and I have always adhered to it and I think all other Hearing Examiners and Judges of Courts adhere to it and I think that the counsel that starts conducting the examination must finish the examination.

MR. BAUER:

Well, we will abide by your ruling, Mr. Examiner.

TRIAL EXAMINER BEST:

All right.

Q (By Mr. Ambrister) Mr. Kauffey, directing your attention to the employee committee meeting of March 14th, 1956 I ask you to again refresh your recollection to that paragraph relating to the National Guard problem.

MR. KEENAN:

What number is this?

MR. AMBRISTER:

Well, it's the employee committee meeting dated March 14th, 27-C.

MR. KEENAN:

What date?

MR. AMBRISTER:

March 14th.

MR. KEENAN:

That's not the employee committee meeting. That's the employee meeting, is that not right?

MR. AMBRISTER:

No, employee committee meeting.

MR. KEENAN:

I thought the ground rule on this —

TRIAL EXAMINER BEST:

I think it's plain in the record they have called the employee meetings when only employees were present.

MR. KEENAN:

That is the reason I am raising it. I understood only employees were present at this one.

[1615] TRIAL EXAMINER BEST:

I think the witness will recall; is that the meeting where just employees were present?

THE WITNESS:
Yes, sir.

MR. AMBRISTER:
General Counsel's Exhibit 27-C.
Q (By Mr. Ambrister) And I will ask you to read that paragraph relating to the problem concerning the National Guard.

Was there anything said at this meeting as to the Cabot Guide?
A No, he just asked us to see what we could find out about that. He asked us to see if the company had such a policy.
Q And did he ask anything else, and I also refer you to the minutes here.

MR. KEENAN:
I ask the Examiner to remind counsel that's his own witness.

MR. AMBRISTER:
All right.

TRIAL EXAMINER BEST:
I don't see any objection to that.

MR. KEENAN:
All right.

TRIAL EXAMINER BEST:
You can refresh your recollection. Was anything else

mentioned with reference to the National Guard matter that came up?

THE WITNESS:

I believe I answered it just then. It was asked if Cabot had such a plan or policy or any such plan or policy could be provided. He asked that question and I told him I would find out if I could.

TRIAL EXAMINER BEST:

You didn't have the Guide in the [1616] meeting?

THE WITNESS:

No, sir.

TRIAL EXAMINER BEST:

It would have been necessary to leave the meeting and go to the office to consult it?

THE WITNESS:

Yes, sir.

Q (By Mr. Ambrister) He asked two questions, is that right?

A Well, I wouldn't know whether you would call that two or not. I would just call this a continuation of that question.

Q Well, let's go over it again, please.

TRIAL EXAMINER BEST:

Well, let him tell what he asked from his own recollection.

THE WITNESS:

He asked the question if the company — he stated that some other companies in the field — he didn't say what companies — he said some other companies in the field did have a policy where they paid the difference between the man's regular pay and the man's Army pay while he was serving the two weeks' encampment at Fort Hood or Camp Hood, whichever it is, and he asked me to find out if our company had such a policy where they would pay the difference between his salary and the Army pay.

Q (By Mr. Ambrister) And according to the minutes did you ask anything else?

MR. HILLYER:

If counsel wants to ask the witness what is in the minutes, that is one thing. He is supposed to be asking the witness what his recollection is. The witness has told us [1617] and counsel is now trying to get him to read the minutes. I think that is objectionable.

TRIAL EXAMINER BEST:

Let me see the minutes.

Well, the witness has said they couldn't answer the first part of it until the company consulted about it and they would give an answer back to him.

MR. AMBRISTER:

Very well.

TRIAL EXAMINER BEST:

You can ask him later what the company policy provided on that.

MR. AMBRISTER:

I think that has already been gone into, Your Honor, hasn't it?

TRIAL EXAMINER BEST:

I don't recall. I will ask the witness myself.

When this question came up you say you didn't know what the company policy was?

THE WITNESS:

No, sir.

TRIAL EXAMINER BEST:

And he deferred it until you could find out?

THE WITNESS:

Yes, sir. We told him we would find out at a later date.

TRIAL EXAMINER BEST:

Did you find out later?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER BEST:

What was the company policy?

THE WITNESS:

Well, they came back with the answer he was receiving Army pay and he was taking that on his two weeks [1618] vacation. You see, he has two weeks vacation each year and during that two weeks vacation he was making this

encampment and they felt like two weeks vacation being paid for and being paid Army pay for that he wasn't entitled to any more pay.

TRIAL EXAMINER BEST:

So he was getting both Army pay and company pay at the time?

THE WITNESS:

Yes, sir. They didn't feel justified to make up any difference between those two.

Q (By Mr. Ambrister) Mr. Kauffey, turning now to the Central Committee meeting held in Pampa this year. Were there two meetings held at Pampa?

A No, we finished it up just the one meeting.

Q Was the one meeting divided into two sessions?

A Well, there was a meeting of Mr. Stinson and the committeemen and, of course, a meeting of the management.

Q Well, the second meeting where the committeemen from the various plants assembled was actually the Central Committee meeting, was it not?

A There wasn't any second meeting. We just had the one meeting.

TRIAL EXAMINER BEST:

You refer to the one you had with Mr. Stinson?

THE WITNESS:

Yes, sir, that is the question he asked me.

TRIAL EXAMINER BEST:

He says the meeting with Mr. Stinson was the only committee meeting he had.

[1619] THE WITNESS:

That is at Pampa at the Central Committee.

TRIAL EXAMINER BEST:

Yes.

THE WITNESS:

Yes, sir, that's right.

Q (By Mr. Ambrister) When you testified that there were no changes as a result of the Central Committee meeting, upon what do you base that statement?

A I base that upon our plant where I work. As far as I know there have been no changes made at our plant.

Q So that statement, then, would be restricted only to your plant?

A That's the only thing I would have any knowledge of. I don't know about the other plants because I don't work with them.

* * * *

[1624] MR. BAUER:

I next wish to introduce as an addition to General Counsel's Exhibit No. 21 which are the minutes of the committee meetings held at the Ville Platte plant an additional minute furnished me here in Pampa, Texas, and dated March the 3rd, 1955, and I would like to introduce it as if identified and introduced and as if it had been part of the set identi-

fied by Mr. Roberie during the Franklin part of this hearing.

* * * *

MR. KEENAN:

Subject to the Trial Examiner's usual ruling with regard to the introduction of minutes we have no objection.

TRIAL EXAMINER:

All right, let it be admitted into evidence. What is the number?

MR. BAUER:

It is part of General Counsel's Exhibit 21.

If you are going to identify it I will make it General Counsel's Exhibit 21-A.

* * * *

MR. BAUER:

As General Counsel's Exhibit 28 I mark for identification a series of documents as follows:

As General Counsel's Exhibit 28-A, what purports to be a typewritten grievance dated June the 17th, 1949, concerning the [1625] assignment of a job as plant clerk and signed by Gervis Roberie.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 28-A for identification.)

MR. BAUER:

As General Counsel's Exhibit 28-B, what appears to be a typewritten copy of the same grievance on a grievance form dated, in this case, June the 17th, 1949, and signed by Gervis Roberie and by Robert K. Bennett, Pershing L. Roberie and Paul Stanbrough, over the typewritten notation, "Employee Committee."

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 28-B for identification.)

MR. BAUER:

As General Counsel's Exhibit 28-C, a document which appears to be a minute of a special meeting held by the employee committee with management at the Ville Platte, Louisiana, plant on June the 28th, 1949.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 28-C for identification.)

MR. BAUER:

I would like to offer these documents into evidence and request counsel for respondent — I herewith offer the General Counsel's Exhibits 28-A to 28-C and I ask counsel for respondent to stipulate that the signature of Gervis Roberie [1626] appearing on General Counsel's Exhibit 28-A is authentic of his signature and the grievance appearing on that page had been prepared by him or upon his direction.

MR. KEENAN:

I will stipulate only that these papers have been found in the files of the Cabot Carbon Company and that the signature thereon is that of Roberie.

MR. BAUER:

Do you make the same stipulation as to 28-B?

MR. KEENAN:

We will state that Roberie's signature is authentic wherever it appears.

* * * *

[1641] C. E. CULLUM,

a witness called by and on behalf of the Respondent, being [1642] first duly sworn, was examined and testified as follows:

TRIAL EXAMINER:

All right, sir, will you please give us your full name and address.

THE WITNESS:

C. E. Cullum, Wickett, Texas.

DIRECT EXAMINATION

Q (By Mr. Keenan) Mr. Cullum, will you describe your present position with the company?

A I am plant superintendent of the Estes Gasoline Plant and general superintendent of the gasoline department.

Q General superintendent of the gasoline department is also one of your duties?

A Yes, sir.

TRIAL EXAMINER:

And you are also superintendent of the Estes Plant?

THE WITNESS:

Yes, sir.

Q (By Mr. Keenan) Now, when did you become general superintendent of the gas department?

A March 1st.

Q Of this year?

A Of this year.

Q Who was the former general superintendent?

A F. M. Neely.

Q Now, what position did you hold with the company before Mr. Neely retired?

A Plant superintendent.

[1643] Q In other words, you have taken over the duties of general superintendent in addition to your other duties or vice versa?

A That is correct.

TRIAL EXAMINER:

What does the general superintendent of the gasoline department embrace?

THE WITNESS:

He has the over-all responsibility of the gasoline plants in that department, in other words, there are plant superintendents at each plant and the general superintendent has the over-all responsibility of all the plants.

TRIAL EXAMINER:
How many plants are there?

THE WITNESS:
At the present time there are two plants.

TRIAL EXAMINER:
What are they?

THE WITNESS:
The Estes gasoline plant and the Walton gasoline plant.

Q (By Mr. Keenan) And is the Walton plant the so-called Keystone Walton?

A Yes, sir.

Q It has absorbed some of the functions of the former Keystone plant?

A Yes, sir.

Q Mr. Cullum, did you meet with the employee committee at the Estes gasoline plant when you were plant superintendent thereof?

A Yes, sir.

Q Since you have been general superintendent have you on [1644] occasion met with the plant committee at the Walton plant?

A Yes, sir.

Q Would you describe briefly the duties of the plant committee?

A Well, the plant committees were set up to provide a means, or rather a definite procedure for presenting the employees' ideas in regard to safety, housekeeping, increased efficiency in operation and maintenance, conservation of materials and equipment, and the handling of gripes.

TRIAL EXAMINER:

How long have you been connected with the company?

THE WITNESS:

Since 1937, about 17 or 18 years ago.

TRIAL EXAMINER:

Had these plant committees already been set up at the time you went with the company?

THE WITNESS:

No, I believe these committees were set up in 1943. I believe they were set up, as I recall, at the request of the War Production Board.

TRIAL EXAMINER:

You were with the company and you are familiar with the procedure of setting them up at the time they were set up?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

All right. You can go further into that, if you want to.

MR. KEENAN:

Not at the present time, if the Court please.

Q (By Mr. Keenan) You said you met with the committee; did you keep minutes?

[1645] A Yes, sir.

Q Who kept the minutes at your plant?

A I wrote the minutes and the plant clerk typed the minutes.

Q I now show you, Mr. Cullum, what purports to be the minutes of a committee meeting at the Estes plant dated February the 21st, 1951, and I ask you do you recognize that as a minute of the meetings of that committee?

A Yes, sir.

(Thereupon the document above referred to was marked Respondent's Exhibit (Cullum) No. 1 for identification.)

Q (By Mr. Keenan) All right, now, Mr. Cullum, I am going to show you a series of minutes which I am going to identify by date and exhibit number and ask you to look at them just sufficiently to tell me whether they are or are not minutes of the plant committee, whether you recognize them as such.

I now show you a minute dated April the 10th, 1951.

A Yes, sir.

(Thereupon the document above referred to was marked Respondent's Exhibit (Cullum) No. 2 for identification.)

Q (By Mr. Keenan) And now I show you one marked R (Cullum) 3 dated June the 12th, 1951; do you recognize that one?

A Yes, sir.

[1646]

(Thereupon the document above referred to was marked Respondent's Exhibit (Cullum) No. 3 for identification.)

Q (By Mr. Keenan) Now, I show you a minute marked R (Cullum) 4 and ask you if you recognize that minute?

MR. AMBRISTER:
What is the date?

MR. KEENAN:
The date is September 6, 1951.

Q (By Mr. Keenan) Do you recognize that one, sir?

A Yes, sir.

(Thereupon the document above referred to was marked Respondent's Exhibit (Cullum) No. 4 for identification.)

Q (By Mr. Keenan) All right, I now show you another minute marked R (Cullum) 5 dated November the 23rd, 1951, and ask you if you recognize that one?

A Yes, sir, I recognize that one.

(Thereupon the document above referred to was marked Respondent's Exhibit (Cullum) No. 5 for identification.)

Q (By Mr. Keenan) I now show you a minute which I have marked as R (Cullum) 6 dated January 15, 1952, and ask you if you recognize that one?

A Yes, sir.

(Thereupon the document above referred to was marked Respondent's Exhibit (Cullum) No. 6 for identification.)

[1647] Q (By Mr. Keenan) And another one marked R (Cullum) No. 7 dated February 29th, 1952, sir.

A Yes.

(Thereupon the document above referred to was marked Respondent's Exhibit (Cullum) No. 7 for identification.)

Q (By Mr. Keenan) And now, I show you a series of minutes marked and dated as follows: R (Cullum) 8 dated August 7, 1952; R (Cullum) 9 dated March 25, 1953; R (Cullum) 10 dated May 7th, 1953; R (Cullum) 11, dated January the 6th, 1955; R (Cullum) 12, dated January the 28th, 1955; R (Cullum) 13, dated April 1st, 1955, and I ask you to look at these minutes and tell me whether you recognize them as minutes of the meetings between management and the employee committee at the Estes plant?

A Yes.

(Thereupon the documents above referred to were marked Respondent's Exhibits (Cullum) Nos. 8 through 13 for identification.)

Q (By Mr. Keenan) Now, Mr. Cullum, what procedure did you ordinarily go through in taking minutes?

A Ordinarily made notes during the meeting and at the end of the meeting I wrote them up in pencil and the plant clerk typed them off.

Q Did you attempt to take down verbatim everything that was [1648] said?

A No, sir.

Q What was taken down?

A I don't know whether I understand your question or not.

Q Well, in general what type of transaction did you take down?

A Suggestions that had been made and the action of the committee on these suggestions, ideas.

TRIAL EXAMINER:

Did you take down in rough notes of all matters of business, subject matter of business that was transacted at these meetings?

THE WITNESS:

I don't believe we did. In other words, anything that transpired at these meetings we felt was a part of the meeting we put that down, but informal discussions were not taken down. We sometimes had informal discussions at those meetings. We might call it visiting as far as that is concerned.

TRIAL EXAMINER:

I mean did you take down in substance the business you met to transact?

THE WITNESS:
That's right.

TRIAL EXAMINER:
You didn't leave out any important matters of any importance that was brought up and discussed?

THE WITNESS:
No, sir.

MR. KEENAN:
In connection with the witness' testimony respondent offers R (Cullum) 1 through R (Cullum) 13.

[1649] MR. BAUER:
May I take him on voir dire a minute?

MR. KEENAN:
Yes.

VOIR DIRE

Q (By Mr. Bauer) Mr. Cullum, after you took down the minutes in pencil were they transcribed by someone in your office?

A Yes.

Q Word for word as you had put them down?

A As far as I know word for word as I wrote them down. Of course, I would read them after written down. It would be my interpretation of what I had written.

TRIAL EXAMINER:
You mean he transcribed your notes or your writing it up first?

THE WITNESS:

No, I transcribed the notes. In other words, after the meeting I would go over the notes and write the minutes of the meeting in longhand and the plant clerk is a lady and she would type off this written copy.

TRIAL EXAMINER:

After you had put it in narrative form?

THE WITNESS:

Yes.

Q (By Mr. Bauer). And these minutes do not claim to purport everything that was said at those meetings?

A No.

MR. BAUER:

No objections.

TRIAL EXAMINER:

As I understand it, these minutes insofar as they are written is a correct statement of what transpired?

[1650] THE WITNESS:

In business matters, yes.

TRIAL EXAMINER:

You wrote down correctly what you had written?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

And anything that was left out is just not shown but what you did write down is correct and true?

THE WITNESS:

Yes.

MR. BAUER:

I do not object to their admissibility, although I do object to the truth of the contents thereof.

TRIAL EXAMINER:

You do have that right.

You are offering them in evidence, Mr. Keenan?

MR. KEENAN:

Yes, sir.

TRIAL EXAMINER:

All right, let the exhibits as identified be admitted in evidence for what they are worth.

(The documents heretofore marked Respondent's Exhibits (Cullum) Nos. 1 through 13 for identification were received in evidence.)

DIRECT EXAMINATION (Continued)

Q (By Mr. Keenan) I now show you, Mr. Cullum, R (Cullum) 4 which is a minute of the meeting dated Sep-

tember 6, 1951, and refer you to the last paragraph on Page 2 of that minute. Read that, if you will, sir.

MR. BAUER:

There is no showing, Mr. Examiner, that the witness has exhausted his recollection as to that incident or what is referred to in that minute.

[1651] TRIAL EXAMINER:

He has a right to refer to it to refresh his recollection.

MR. BAUER:

There is no showing that his recollection has been exhausted.

MR. KEENAN:

I am going to ask him something about it.

MR. BAUER:

He is going to testify from the minute.

MR. KEENAN:

I am not going to ask him to testify from the minutes. You haven't heard my next question yet.

TRIAL EXAMINER:

This witness will be permitted to examine these minutes for the purpose of refreshing his recollection, and then having done so he may testify from his own recollection and not from what is in the minute itself.

MR. KEENAN:

Counsel is anticipating, I think, unduly my next question. It isn't exactly what he expects, I don't believe.

Q (By Mr. Keenan) Would you tell us the situation which gave rise to the discussion recorded in this last paragraph of Page 2 of this minute?

TRIAL EXAMINER:

Let me see what that paragraph is. I suppose the witness has already read it.

MR. KEENAN:

Yes, sir, he has already read it.

TRIAL EXAMINER:

The paragraph you have reference to is in regard to a tour change?

MR. KEENAN:

Tour change, yes, sir.

May we go off the record a minute?

[1652] TRIAL EXAMINER:

Yes, off the record.

(Discussion off the record.)

TRIAL EXAMINER:

Back on the record.

Q (By Mr. Keenan) Would you tell us about the situation that gave rise to that discussion?

A I might say that we have a tour schedule in which

the days off of each operator are the same each week and these days off may be at the beginning of the week or at the end of the week and we have had gripes from time to time because of the fact that a certain man didn't have an opportunity to be off at the end of the week and we have never been able to improve on this schedule because of our particular setup and that particular question has been brought up several times in several meetings and it is still — we still have the same schedule but we have been unable. we think we are unable to improve it.

Q Let me ask you this. This gripe or complaint, how many men approximately are complaining, or better, put it another way, what percentage of men are complaining about the tour schedule as it presently stands?

A The percentage of men that have complained to me would be one or two at one particular time and maybe the next time one or two others.

Q Let me ask you this. What men are the ones that complain about this tour schedule; not by name?

[1653] A Mostly the newer men because the older men have their choice of the days off.

Q Now, do the older men like the present schedule?

A I couldn't say.

Q But they don't complain about it.

A I just couldn't say that none of them haven't complained about it. It may be possible an older man has days off he doesn't like. I just don't recall.

Q In any event individual employees have complained to you about days off?

MR. BAUER:

Objection as leading.

TRIAL EXAMINER:

That's what the witness said.

Q (By Mr. Keenan) How long has this been going on?

A It's hard for me to say.

Q Let me put it this way. Can you remember when it wasn't going on?

A I can remember when it wasn't going on, yes, sir.

Q When was that?

A Before we had this present schedule which was — I don't know the year it was put into effect, but as I recall there was a time when we were on a 44-hour week and we had a different tour schedule at that time.

Q And it was before 1951, is that correct?

A Yes.

Q And the men are still griping about the tour schedule?

[1654] TRIAL EXAMINER:

Well, does the nature of these gripes vary with the individual because of a desire, because one man might want certain days of the week off and another man certain days of the week off?

THE WITNESS:

I believe that's correct.

TRIAL EXAMINER:

And it just varies according to what the individual's desires as to what they would prefer to have?

THE WITNESS:

I might add that men whose days off are towards the end of the week, in case they are sick or an emergency of some kind comes up that they miss a day towards the first part

of the week, it has been our practice to make up that day towards the end of the week if we have work to be done and the men that have days off at the beginning of the week are entitled to do that. That is the source of one of the gripes.

Q (By Mr. Keenan) I show you Respondent (Cullum) 9 which purports to be a minute dated March the 25th, 1953, and ask you to read the second paragraph and tell me if that is the same tour schedule problem presented again and if there are any variations this time?

A This brings out the thing I just discussed.

Q Well, would you tell us what that is again?

A That men whose days off are towards the end of the week, it is possible for those men to make up a day if they lose a day due to sickness in the first part of the week, but a man [1655] whose days off is on Monday and Tuesday has already had his two days off and is required to work the following five days and has no time in which to make it up.

Q If he tried to make it up the next week you wouldn't let him because that would run into overtime, right?

A Yes, sir.

Q And some individuals have been griping about that?

A At times. However, I don't think a great deal of the time.

TRIAL EXAMINER:

Let's go off the record just a minute, gentlemen.

(Discussion off the record.)

TRIAL EXAMINER:

All right, on the record.

Q (By Mr. Keenan) Again referring to R (Cullum) 9, let me ask you if anything was suggested relative to a new schedule at that meeting?

A Well, it seems there was something suggested at that meeting.

Q Let me ask you had you ever attempted to work out a schedule which would satisfy these individuals?

A I have tried to do that several times.

Q With what result?

A With no results.

Q Could you satisfy everybody?

A No, sir.

[1656] Q Now, what did you suggest at this meeting?

A I suggested that the boys on the committee try to work out a schedule.

Q Why did you make that suggestion?

A I thought that that might have some effect. Well, I just believed that we would realize the problem we had.

Q Now, I show you R (Cullum) 10 and ask you to look at the third paragraph of that. That's a minute dated May the 7th, 1953.

A You say paragraph —

Q Three.

A Three.

TRIAL EXAMINER:

Let's see that.

Q (By Mr. Keenan) Let me ask you if that again refers to the same problem?

A That refers to the same problem.

Q Did the committee have any schedule worked out?

A No schedule.

Q Has there ever been any schedule worked out to correct that difference?

A Not up until the present time.

Q The men, as you say, are still griping about that problem, correct?

A From time to time, maybe.

Q Now, Mr. Cullum, I show you a copy of a minute dated 3-16-56 [1657] which has been introduced in evidence as General Counsel's Exhibit 26-B. I hand you that minute and ask you to read the first paragraph thereof.

What, Mr. Cullum, is the vacation policy — correction — what is the policy relative to the time of taking vacations in the Cabot Carbon Company?

A Our policy is that vacations will be granted to the employee insofar as the plant superintendent can work out conditions to keep the plant operating efficiently, in other words, the time of the vacation is left at the discretion of the plant superintendent.

TRIAL EXAMINER:

Mr. Keenan, I think you directed the witness' attention to Paragraph 1 there. It seems you have reference to vacations in Paragraph 2?

MR. KEENAN:

Yes, it was Paragraph 2, after the preamble.

TRIAL EXAMINER:

After the Christmas holidays and vacations?

MR. KEENAN:

That's correct.

Q (By Mr. Keenan) Now, how had your predecessor exercised his discretion in this regard insofar as vacations at Christmastime were concerned?

A Mr. Neely?

Q Yes, sir.

A Mr. Neely had directed that there be no vacations granted during Christmastime.

Q Do you intend to exercise your discretion in a similar [1658] manner?

A Yes, sir.

Q Well, are you going to grant vacations at Christmas time or not?

A We plan to.

Q Why have you decided to so act?

A The reason we have decided to give this a try is because we have considerable vacations to be taken during the summer months and the people with school-age children are out of school and we feel if we can schedule vacations during the winter without conflicts that that will reduce our summer load.

Q Now, when you say "we" who do you refer to?

A The reason I say "we" is that I have discussed this with the plant superintendent at the Walton and the assistant Superintendent at the Estes plant and the Walton and that was our feeling in the matter that we would give it a try.

Q Now, let me ask you this. How are job classifications set up in the Cabot Guide?

A How are they set up?

Q Are there job classifications set up in the Cabot Guide?

A Yes, sir.

Q Are there rates for these classifications set forth in that guide?

A Yes, sir.

[1659] Q How is it determined that an employee will be rated in a given classification when at a particular time when no employee has been so rated before that?

A Will you repeat that question?

A It is a little involved. How do you decide to rate up an employee, say, into a job classification of second class mechanic when you have had no employee so rated before that time; what decides whether you will do that or not?

A That would be determined by whether or not we had a need for a second class.

Q As an example, how would you determine whether you had a need for a second class mechanic?

A By the amount of men we feel we need in the plant and our particular setup and the reason I say particular setup, the next step in a tour operation is to first class mechanic which is a little higher rate than the operator's rate. We don't feel that we have a need or have a use for second class mechanic's rating in our present setup because it is a lower rate than the operator's rate and we could not very well ask them to move off tour to a second class mechanic's job at less money.

Q Now, you seem to be describing a particular situation. Let me ask you if at the March 16 meeting was the second class mechanic a classification discussed?

A Yes, sir.

[1660] Q And what was that discussion; have you described the discussion just now?

A I think so.

Q Was any second class mechanic classification made or rather was any individual rated as a second class mechanic?

A No, sir.

Q Now, was a truck driver classification also discussed at that meeting?

A A truck driver's classification was discussed.

Q Is the truck driver's classification set forth in the guide?

A Yes, sir.

Q Is there a rate of pay set forth there?

A Yes, sir.

Q Did you have an individual — Strike that. Was a complaint registered on behalf of an individual who wanted to be rated as a truck driver at that meeting?

A Yes, sir.

Q What were the circumstances and what was the decision?

A I might qualify that last answer. You asked me if the complaint was made that some member at that meeting or some person at that meeting wanted to be a truck driver?

Q Yes, sir.

A I wouldn't say for sure that was true, but somebody had made the gripe we did not fill this classification and I think [1661] possibly I know the person that made the gripe.

Q You are not sure of the individual?

A Yes, I am sure.

Q Well, who was that?

A Hoyt Winton made that gripe.

MR. BAUER:

What was that name, please?

THE WITNESS:

Hoyt Winton.

MR. BAUER:

Would you spell it, please?

THE WITNESS:

W-i-n-t-o-n.

Q (By Mr. Keenan) All right, what was the action taken and why?

A The action was that or an interpretation of our policy, I think, that we more or less go by the facts that if a man doesn't do at least 50 percent of the type of work that he doesn't draw the money for that classification and on our truck driving job there you wouldn't say there was a truck driving job on the truck. I imagine the man's time on the truck is less than 25 percent, and for that reason we didn't feel justified in classifying the man as a truck driver.

TRIAL EXAMINER:

He would perform some duties of one kind and another?

THE WITNESS:

Roustabout work, we call it.

TRIAL EXAMINER:

And the time put in of more than 50 percent in the higher classification, that is an occasion of where he should be raised?

[1662] THE WITNESS:

That is the way we raise it, if a man puts in more than 50 percent as a truck driver then we would consider classifying him.

TRIAL EXAMINER:

I see.

Q (By Mr. Keenan) Was there any discussion at that meeting that you can recall relative to transfers to other departments, and if so, tell me what that discussion was?

A There has been discussions.

Q Maybe you had better read the paragraph starting with "Don Haviland" and then see if you can elaborate a little bit.

A This particular discussion referred to filling jobs in other departments. What was it you wanted me to —

Q Just tell us about that gripe situation and the answer.

TRIAL EXAMINER:

What transpired at the meeting about that?

THE WITNESS:

It seems that Don Haviland made this statement that jobs were being filled in other departments and he felt that some of the men at the Estes Plant should receive some of those jobs, and as I recall, actually, this grew out of the fact that a man had been transferred from the Walton Plant to a job in the Pampa district.

Q (By Mr. Keenan) What was the answer given and from where did you draw your answer?

A I try to draw my answers from our over-all company policy and as I remember my answer was that the other departments feel that they should be able to select the men that they have in [1663] their department, and that we would upon request furnish to any department the information in regard to a man's ability and know-how and any other information they might desire.

Q In other words, you just told Don Haviland what the company policy was in that regard?

A Yes, sir.

Q Now, I note that at that meeting somebody talked about the tour schedule again, is that not right?

A Yes, sir.

Q If you had a meeting today do you think somebody would talk about the tour schedule?

A Well, it's possible.

Q Were you able to satisfactorily keep the septic tank from overflowing?

A Yes, sir.

TRIAL EXAMINER:

Mr. Cullum, on these you have testified that you yourself made the notes and kept all these minutes?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

Were these same minutes later submitted to members of the committee and posted on the bulletin board?

THE WITNESS:

They were submitted to the members of the committee, and I might say we had discussed the possibility of posting these on the bulletin board so all the boys could read them but we decided our bulletin board was too public for that and decided it would not be a good idea to post it on the [1664] bulletin board so other people could read it. It was the general idea that the other boys would be informed of the minutes. That would be up to the members of the plant

committee. I believe I could say they got a copy of all the minutes that were written.

TRIAL EXAMINER:

All right.

Q (By Mr. Keenan) Now, where is general company policy for the Cabot Company recorded.

A We have a book that we record our company policy in, and the copy of this book is kept at each plant, kept in a place convenient and accessible to anyone in the plant.

TRIAL EXAMINER:

Is that the Guide?

THE WITNESS:

That's the Guide.

Q (By Mr. Keenan) Have you and the plant committee any authority to negotiate changes in the policy as set forth in this Guide?

A No, sir.

TRIAL EXAMINER:

Where is that Guide prepared; where is the policy prepared and published?

THE WITNESS:

The Guide itself is prepared, it is my belief that the Guide is prepared, in Pampa. Now, where the policy is established, I imagine most of that is established in Boston.

TRIAL EXAMINER:

Does each plant have its own Guide or is that a company-wide Guide?

[1665] THE WITNESS:—

The Guide over-all is company-wide, but I believe each department may have a different wage classification because of the difference in the work.

TRIAL EXAMINER:

You think the Guide is divided up, then, into sections with relation to each individual plant?

THE WITNESS:

I would say that that only applied to wage brackets. Otherwise, it is over-all policy that covers all the plant.

Q (By Mr. Keenan) Do you and the committee ever have anything to do with interpretation of the Guide?

A Yes.

Q Let me ask you this. Did you after assuming the job of general superintendent attend any meetings at the Walton Plant?

A Yes, sir.

Q Do you remember how many you attended — correction — I believe that appears in the record.

I show you a copy of General Counsel's Exhibit 27 —

A I attended one meeting before March 1st.

Q I show you a copy of General Counsel's Exhibit 27-B which purports to be a copy of a minute from the Walton Plant Committee dated January the 14th and ask you if you attended that meeting.

A I remember it.

Q Who prepared the minutes of that meeting?

A I did.

Q Did you prepare those minutes in a similar fashion that you [1666] prepared the other minutes?

A With this exception, this being the first meeting I attended at the Walton plant I attempted to set out the things we would try to accomplish at these meetings. As I say, this is the first meeting I attended with this particular group.

Q But this was prepared in the same fashion?

A That is correct.

Q As to the conduct of the meeting you say you set forth in some detail how you thought you wanted to operate, is that correct?

A That's right.

Q And I notice in the second paragraph of that minute you have a reference to the company Guide, is that correct, Cabot Guide, rather?

A Yes.

Q And did you explain to the committee members just what you have explained to me a while ago, is that correct?

A Yes, sir.

Q Now, at that meeting, from these minutes it appears that there was a discussion of who would get certain days off. Would you tell us the situation which gave rise to that and what the company policy was in regard to that and what your interpretation of the problem was?

A The question was who would be entitled to certain days off. My interpretation of that was that, or rather I think my [1667] interpretation and explanation was that the —

Q State the problem first; suppose you state the problem first.

A Well, I believe that the problem was that on our particular setup we start out as roustabout and our next step up is here on the engine side and the next step would be here on the process side and then a fellow would be ready

to accept a job when a vacancy occurred as engine operator and after that when a vacancy occurred he would be prepared to accept a job as a process operator, and the next step after that is to first class mechanic. The problem at this particular time was that one of the fellows in the engine room who was the oldest man on that classification had Saturday and Sunday off and he wasn't particularly anxious to go to the other job and accept a different schedule with different days off, and it was my attempt to explain to them that in order to keep our organization efficient and that everyone should learn as much of the over-all operation of the plant, and certainly in order to be able to accept promotions they should, and it seemed to me that a man should move up when a vacancy occurred in the next classification, and that the days off concerned that the oldest man in the classification would have preference as to days off in the tour, days off he preferred, and those changes after he made his desires known as to days off, those changes would be made known to the plant superintendent and he would be changed [1668] on to that tour when it could be made convenient.

Q I believe these minutes state you came to this conclusion from a study of the Guide?

A I came to that conclusion from my interpretation of the things set out in the Guide.

Q There has been a complaint about that, is that correct?

A That's correct.

Q Now, I show you a minute of the meeting of 3-15-56 which has been marked as General Counsel's Exhibit 27-B and I ask you to read the second paragraph and tell me if that does not relate to the same problem you have just

discussed. I am including the preamble, and I want you to read that one.

A On this one, yes, that referred to the same problem we have discussed before.

Q Did you again at that meeting summarize your decision?

A Yes, sir.

Q And that is the solution you reached, is that correct?

A Yes, sir.

Q There is a notation there something about wages. Would you tell me what discussion, if any, there was of wages at that meeting?

A In the discussion of wages, in other words, we have no responsibility or we have no authority to set wages. As far as any discussion of wages at that meeting I probably told them to take it to Pampa.

[1669] TRIAL EXAMINER:

How far is Wickett, Texas, from Pampa?

THE WITNESS:

A little over 300 miles, I believe. It's 38 miles west of Odessa.

Q (By Mr. Keenan) Now, I ask you to look at this notation about the National Guard problem and I ask you specifically did you give an answer to that problem at the meeting?

A No.

Q What was the problem?

A We had been asked if the company made any provision for paying a man while he was on National Guard encampment.

Q And did you have an answer ready at the meeting?

A No, sir, I didn't.

Q Did you ascertain what the company policy was in that regard?

A Yes, sir.

Q How soon after the meeting?

A Oh, I don't know how soon it was. It was a matter of days.

Q Prior to the time you wrote these minutes had you learned of that?

A Yes, sir.

Q And you recorded the solution in the minutes?

A Yes, sir.

Q Did you give a copy of the minutes to the plant committeemen?

A The plant superintendent did.

1670] Q The plant superintendent did?

A Yes, sir.

TRIAL EXAMINER:

You were not plant superintendent at that time?

THE WITNESS:

Not at this plant.

Q (By Mr. Keenan) You were general superintendent over the plant, it is my understanding.

I note that a number of other items are discussed in there. Can you tell me, looking at that, whether there is any other item which you did not have a ready answer for at the meeting but which you later obtained the answer for and for which you later and after which you later inserted the answer in the minutes?

A Of course, I didn't have an answer for this second paragraph and I didn't obtain an answer for it.

Q On wages?

A Yes. I didn't have an answer for this paragraph in regard to transfers to the TB&C Company at Houston.

Q Did you obtain that answer?

A Yes, sir.

Q And you inserted the answer in the minutes after you got the answer?

A After I got the answer.

Q I think you have already said the committee got a copy of these minutes?

[1671] A Yes, sir, to the best of my knowledge.

Q Now, you have stated and it's set forth in the minutes that you told the committeemen you had no authority to deal with them with regard to wages?

A Yes, sir.

Q Did you have any authority to deal with the committeemen as to any other conditions of employment?

MR. BAUER:

Objection. Mr. Examiner, the condition of employment, again, is a legal conclusion.

TRIAL EXAMINER:

Well, I will let the witness just state what other matters, if any, he had authority to deal with the employees on.

A The matters that I had authority to deal with the employees was in the statement I made before in regard to ideas that the employees might have in regard to safety, housekeeping, efficiency of operation and conservation of materials and equipment and gripes. That's the matters that I had authority to deal with them on.

TRIAL EXAMINER:
With the committee?

THE WITNESS:
Yes.

TRIAL EXAMINER:
Did you have authority to deal with the committee as such with regard to any other matters?

THE WITNESS:
I had authority to interpret our company policies to the committee when there was some misunderstanding as to what our policy is.
[1672] Q By Mr. Keenan) In other respects, then, you had no authority?
A I had no authority.

TRIAL EXAMINER:
Well, now, in asking you about your authority, I think it's fair to explain to the witness you are speaking with regard to authority to handle matters with this committee as a committee and not your over-all authority of handling employees as such?

THE WITNESS:
I had no authority to handle the matters with regard to policy.
Q (By Mr. Keenan) Could you have granted four weeks vacation?

MR. BAUER:
Objection; hypothetical.

TRIAL EXAMINER:
Objection overruled.
A No, sir.
Q (By Mr. Keenan) Could you have dealt with or bargained with the union about extra vacations?
A. We don't have a union.

MR. BAUER:
Objection.

TRIAL EXAMINER:
He says he doesn't have a union; that answers it.
Q (By Mr. Keenan) With the committee?
A No.

MR. BAUER:
Same objection, Mr. Examiner; bargaining is a legal conclusion.

TRIAL EXAMINER:
All right, let's use the word "deal."

[1673] MR. KEENAN:
All right.
Q (By Mr. Keenan) Have you dealt with the company as to extra vacations?
A No, sir.
Q Have you authority to deal with the committee as to pension plans?
A No, sir, I have no authority to deal with the committee other than to interpret our policy and carry on our business in accordance with our established policy.

MR. KEENAN:
That's all.

TRIAL EXAMINER:
Well, gentlemen, it's now 12:35. I presume there will be some cross examination.

MR. BAUER:
Yes, sir.

TRIAL EXAMINER:
We will take a recess until 1:35.

(Whereupon, at 12:35 o'clock, p. m., a recess was taken until 1:35 o'clock, p. m.)

[1674] AFTER RECESS

(Whereupon the hearing was resumed, pursuant to the taking of the recess, at 1:35 o'clock, p. m.)

TRIAL EXAMINER:
All right, gentlemen, we will go back on the record.

I think the witness is ready for cross examination. We finished direct examination this morning.

C. E. CULLUM
resumed the stand and testified further as follows:

CROSS EXAMINATION

Q (By Mr. Bauer) Where do you get your instructions, Mr. Cullum, as to the functioning of the employee committee?

A From the Guide.

Q There is a section in the Guide pertaining to the functions of those committees?

A Yes, sir.

Q Have there been any recent changes in that?

A No, I believe not.

Q What is the difference between a grievance and a gripe?

A None.

Q Now, how big —

A May I qualify that? The way I see it there is no difference. However, some people consider our grievances as formally presented gripes, in other words, a written presentation, but as far as I see there is no difference.

[1675] Well, do you consider an unwritten grievance a gripe, then?

A Yes.

Q How big is the Estes Plant, Mr. Cullum?

A I don't know how I should just describe that.

Q Let me make my question clear. About how many rank and file employees are there?

A We have, I believe there is 24 or 25 hourly employees.

Q And that is the entire hourly employee complement for that plant?

A I would say so, yes.

Q And they work around the clock, do they not?

A Yes.

Q And it's the kind of plant where everybody knows everybody else?

A Yes..

Q And eveybody is relatively happy?

A Relatively, I should say.

Q So, actually there are very few complaints?

A That's right.

Q But if there were more complaints the employee committee could handle those, could they not?

A Yes.

TRIAL EXAMINER:

You don't have any union there or never had?

[1676] THE WITNESS:

No, we never have had.

TRIAL EXAMINER:

Have you ever had an election, union election or attempt to organize by a union?

THE WITNESS:

Well, as far as attempts to organize them, I really couldn't say.

TRIAL EXAMINER:

There never has been an election?

THE WITNESS:

Not at our plant. There has been elections at other places in the vicinity. Gulf had an election.

Q (By Mr. Bauer) Mr. Cullum, I think you testified that there had been persistant gripes about the tour schedules?

A Yes.

Q And I believe you did your best to find a solution to this problem?

A Yes.

Q But now the nature of the operation is such there really is no solution?

A We haven't found a solution.

Q So up to this point, at any rate, under any circumstances there couldn't have been any change of that particular method of operating?

A. If at any time we do change, of course, that would be subject to review by other people.

MR. BAUER:

Would you read the question back, Mr. Reporter?

(Question read.)

TRIAL EXAMINER:

He answered the question, didn't he?

[1677] MR. BAUER:

Yes, sir, but his answer was not responsive to my question.

TRIAL EXAMINER:

Read the question and the answer.

(Question and answer read.)

TRIAL EXAMINER:

Well, I think the answer is about as good as the question. I don't know what procedure you are talking about except

the general situation. Do you want to ask the question again and rephrase it?

Q (By Mr. Bauer) Up to this point you have not come up with any solution to the problem, right?

A Right.

TRIAL EXAMINER:

What, tour?

MR. BAUER:

The tour duty.

TRIAL EXAMINER:

The tour duty?

MR. BAUER:

Yes, sir. I am calling attention to the fact that the tour duty, adopting the local practice, is equally distributed.

MR. KEENAN:

I object to the equally distributed. That isn't necessarily the gripe. Everybody wants the best days.

Q (By Mr. Bauer) So no effective demand could have really been made as to this problem, isn't that true?

A I would say so.

Q Even an outsider couldn't have made a successful demand, could it?

A Not to us.

[1678] Q Now, you testified, I think, Mr. Cullum, that you had some discretion as to establishing a vacation schedule; is that right?

A We do establish the vacation schedules.

Q You have discretion to do that, do you not?

A Yes.

Q Do you have discretion on some other matters?

A Yes.

Q Would you please name them?

A We have discretion as to when a man should take his vacation, as to the work that is to be done, discretion in hiring new men and releasing men.

TRIAL EXAMINER:

When you say "we" you mean you as superintendent?

THE WITNESS:

I as superintendent and other superintendents. I have that discretion.

Q (By Mr. Bauer) Do you have discretion —

TRIAL EXAMINER:

When it comes down to discretion where indulgence to a person or group of people to exercise their own judgment, so it would naturally refer to discretion you have in your capacity as the plant superintendent or as a general superintendent. Unless you know also what discretion the other particular ones have.

THE WITNESS:

I would say that I have that discretion to hire people and release people and to schedule vacations, to [1679] make call-outs.

Q (By Mr. Bauer) Do you have discretion on matters such as merit ratings?

A We don't have merit ratings.

Q How about promotions?

A Yes.

Q How about the distribution of company housing?

A Yes.

Q When you use the word "discretion" you mean to say that there are one of several alternate courses available and you may choose the one you deem best?

A Of course, we operate within the policies of our company. It is entirely possible that there is an option on some things we have discretion.

Q In other words, you can follow one course of action as to a particular matter or another course of action, you have the responsibility?

A In effect, yes.

TRIAL EXAMINER:

What would be an illustration of that?

THE WITNESS:

An illustration of that would be if you have extra work to be done that you shall make call-outs. It would be my discretion who should be called out, and as I say, in hiring men you have the discretion as to those to hire.

Q (By Mr. Bauer) Would vacations also fall within that?

A That is written in the Guide that vacations shall be granted [1680] insofar as the men and in the final wind-up it is the discretion of the superintendent.

Q Now, in a matter where you have discretion if you knew what the employees wanted would that influence your decision?

A Yes.

Q And in such a situation a request transmitted to you

by the employee committee would be considered by you, would it not?

A Yes.

Q Now, how many plants do you now supervise as general superintendent?

A Two.

Q Two. Now, as general superintendent are your recommendations to Mr. Stinson given any weight?

A I would hardly know how to answer that. I would have to know what recommendations you have in mind.

TRIAL EXAMINER:

Do you give recommendations of any kind to Mr. Stinson?

THE WITNESS:

I don't recall having made any recommendations to Mr. Stinson.

Q (By Mr. Bauer) Now, what is the source of company policy?

A I would say that the source of company policy is in Boston.

Q What?

A I would say that the source of company policy is in Boston.

Q Where a matter is brought to your attention what do you do to ascertain company policy?

[1681] A I go to the Guide if I am a little bit hazy on what company policy is and I may inquire of Mr. Stinson as to company policy.

Q Now, there isn't a company policy on every conceivable matter that might come up?

A I wouldn't think so.

TRIAL EXAMINER:

Is the Guide published in the Boston office?

THE WITNESS:

I really don't know — no, it isn't published in the Boston office. I am sure it is published in the Pampa office.

TRIAL EXAMINER:

What kind of office does the company have in Boston?

THE WITNESS:

The general office.

TRIAL EXAMINER:

Over the whole system?

THE WITNESS:

Yes, and, of course, that's my own thinking on the matter. Mr. Hugh Burdett is the general manager of the Southwestern Division and actually as far as this Division is concerned I imagine he establishes the company policies.

Q (By Mr. Bauer) But there is certain matters on which there is no established company policy?

A I would say it is possible there is.

Q Now, is there anything in the Guide about National Guard duty?

A What?

[1682] Q Is there anything in the Guide about National Guard duty?

A I think probably there is. However, when the matter came up I checked with Mr. Stinson on the company policy with respect to that.

Q Well, is there anything in the Guide on that?

A I do know that there is a section devoted to military service but as far as National Guard, I couldn't say, and I might say here that I am not familiar, I can't say that I am familiar with everything in the Guide. We check with it frequently.

Q Did you check in the Guide when this problem about the National Guard came up?

A I think not. I think I just inquired of Mr. Stinson.

Q Did Mr. Stinson refer you to any section in the Guide?

A No.

Q When the matter about the transfer of an employee, I believe, to the TC&B Company —

A The TB&C.

Q The TB&C. Thank you. Did you refer to the Guide on that?

A No.

Q Is there anything in the Guide on that?

A No.

Q Now, all these matters which you testified to were discussed or brought up in committee meetings were first mentioned by one of the several committeemen who attended those meetings, [1683] isn't that right?

A In some instances, yes, and in some instances they have been mentioned by other men.

Q But at the meeting itself they were brought up by the committeemen?

A Yes.

Q How many employees drove that truck concerning which a classification was requested?

A How many have driven it or do drive it?

Q I would like you to explain whether just one employee drove that truck or whether a bunch of employees took turns driving that truck.

A We required that anyone that drives the truck have a commercial operator's license and the people that drive the truck are roustabouts and then roustabouts are subject to being promoted to a different classification and it requires we secure new licenses for another man. In other words, one fellow might be driving it at one time and he may be put on a permanent classification or may go on another classification temporarily and that would require another man drive a truck, but for the most part the same man drives the truck. It's only brought in the plant occasionally. It may not go in the plant for a week or two weeks. It may come in for a few hours a day but it's used very little inside the plant.

Q But it is driven by —

[1684] A Roustabout.

Q Employed by the plant but working outside the plant?

A No, they work in the plant on maintenance.

Q Who drives the truck?

A One of the roustabouts in the plant.

Q Inside the plant?

A Inside the plant.

Q Do they sort of take turns driving it?

A I wouldn't say take turns. The one that drives that truck is usually used on that job if he is available. If he is on another classification, someone else uses it.

Q I believe that you testified to the effect that when the discussion came up at the employee committee meeting at the Walton Plant on March 15, 1956, concerning days off that you interpreted company policy?

A Yes.

Q Why did the company policy require interpretation?

A For the same reason I would say that we are called upon to interpret the company policy quite frequently, in other words, we are asked about things that are required to be interpreted as to company policy.

Q Was that question eventually referred to Pampa, Mr. Collum?

A No, I believe not, other than they get a copy of those minutes.

TRIAL EXAMINER:

When you refer to Pampa does that mean the [1685] office of the Southwestern Division?

THE WITNESS:

Yes.

TRIAL EXAMINER:

Located right here in Pampa in this big building right down the street?

THE WITNESS:

Yes.

TRIAL EXAMINER:

They are separate from any plant?

THE WITNESS:

Yes, sir.

Q (By Mr. Bauer) Well, did the Guide require in-

terpretation or was it clear cut as to what the solution was?

A On some points I believe the Guide is clear cut and in some cases it does require somebody to interpret it because it is not so clear cut.

Q On this day off situation is that one of these cases where it is not so clear cut?

A Yes.

MR. BAUER:

No further questions.

REDIRECT EXAMINATION

Q (By Mr. Keenan) Mr. Cullum, you were asked whether you had discretion and you named a number of things you had discretion about. Now, one of those I think was firing people, or as you termed it release of some people. Now, let me ask you this. If you released or fired your most competent plant operator because you didn't like his brother-in-law and the matter was brought to the attention of top management do you think you would be upheld in your discretion?

[1686] MR. BAUER:

Objection, Mr. Examiner, that is a speculative question.

MR. KEENAN:

I don't think it is. I am trying to find out what he means by discretion.

MR. BAUER:

That is entirely hypothetical, Mr. Examiner.

TRIAL EXAMINER:

Well, I will let him answer the question. It clarifies to what extent he thinks his discretion would go. Go ahead and answer it.

A I wouldn't say that I would be upheld. I am a little bit in doubt about that.

TRIAL EXAMINER:

In other words, there are higher authorities that could overrule the things you do in your discretion?

THE WITNESS:

Correct.

TRIAL EXAMINER:

Does that occur sometimes?

THE WITNESS:

Not often. I don't know of any particular instance, but they could do that, yes, sir.

Q (By Mr. Keenan) If you abused your discretion you could be overruled?

A Yes, sir.

Q And even when exercising your discretion must you stay within company policy?

MR. BAUER:

Objection; leading.

TRIAL EXAMINER:

Well, it's in reply to matters you brought out on cross examination and this is in respect to an explanation of what you brought out on cross examination and a certain

amount [1687] of leading is permissible and I think this is one of the cases of leading questions to clarify what has been brought out. Go ahead.

THE WITNESS:

We are expected to follow company policy.

Q (By Mr. Keenan) Is your discretion unlimited?

A No.

Q May abuse of your discretion be made the subject of a grievance?

A Yes.

Q What is the TB&C Company?

A Texas Butadiene & Chemical Company.

Q At the time this question relative to transfer to that company, the time this question was asked relative to company policy about transferring to that company, did you know the full details of Cabot's participation in that company?

A No.

Q Had there ever been announcement as to what the transfer policy would be?

A No.

Q Did you pass on the inquiry you had received to higher authority?

A Yes.

Q To whom?

A To Mr. Stinson.

Q Did he give you an immediate reply or did he have to go [1688] somewhere?

A He gave me his idea.

Q All right. Now, transfers to other departments, were you at that time aware of the company policy relative to that?

A Yes.

Q But not to this new company?

A No.

Q The next time you are asked a question about transfer to the Texas Butadiene will you be able to answer it?

A Yes, sir.

Q Do you frequently answer questions of employees relative to company policy?

A Yes.

Q Are some of these questions asked during committee meetings?

A Yes.

MR. BAUER:

Objection. I think he is now going beyond the scope of redirect.

MR. KEENAN:

All right, in that case I am through.

TRIAL EXAMINER:

Is that all?

MR. KEENAN:

I have one more question.

Q (By Mr. Keenan) What did you mean when you said that the truck was not in the plant very often; where is it when it is not in the plant?

A It's on the outside of the plant fence.

Q And when it is outside the plant fence what's it doing?

[1689] A Just sitting there.

Q So you mean when it is not in the plant very often you mean it is not in use very often?

A Not in use very often.

TRIAL EXAMINER:

You have just one truck in use at the plant?

THE WITNESS:

We have two trucks. One is used in the field and maybe both trucks may be in the field and maybe both trucks can be used in the yard, but quite often —

TRIAL EXAMINER:

Are they just kind of utility trucks that are used for certain purposes that may come up?

THE WITNESS:

Ordinarily the same man will go out on the truck when it goes, if he is available. If he happens to be busy somebody else may drive it. We don't have a regular truck driver in the plant.

Q (By Mr. Keenan) You have a regular field truck driver?

A Yes.

Q Is he under your supervision?

A Yes.

Q Is he one of those 20-some-odd men you referred to when you were talking to Mr. Bauer?

A No.

TRIAL EXAMINER:

He is a classified truck driver?

THE WITNESS:

He is a classified truck driver. He is stationed at the Kermit Plant.

[1690] Q (By Mr. Keenan) Is he one of the men who participates in the selection of the plant committee we are talking about?

A No, he is not on the plant committee.

Q Is he one of those that participates in the Estes Plant committee?

A Not the Walton Plant.

Q Another plant and you say he is classified?

A Yes.

Q And that's the field truck?

A Yes.

Q This other truck, how many men do you usually have qualified to drive that truck?

A Usually two.

Q But sometimes one?

A Sometimes one.

Q And neither driver drives sufficiently to be classified, is that correct?

A That's correct.

Q And I believe you said that the truck is not driven a sufficient amount of time to even justify one man being classified as a truck driver?

MR. BAUER:

I don't believe the witness testified to that.

TRIAL EXAMINER:

Well, what percentage of the time is the truck in use?

THE WITNESS:

Oh, I would say sometimes the truck is driven [1691] less than 200 miles a month.

Q (By Mr. Keenan) On an hourly basis how much time is the truck driven per week on an average?

A I would say between 16 and 24.

MR. BAUER:

I didn't hear that; between what?

THE WITNESS:

Sixteen and twenty-four hours.

Q (By Mr. Keenan) And your plant operates around the clock?

A Yes.

MR. KEENAN:

That's all.

RECROSS EXAMINATION

Q (By Mr. Bauer) Is that driven during daytime hours only, Mr. Cullum?

A Ordinarily.

TRIAL EXAMINER:

Any further questions?

MR. BAUER:

No, sir.

TRIAL EXAMINER:
All right, thank you, Mr. Cullum.

(Witness excused.)

BRYCE HUBBARD,
a witness called by and on behalf of the respondent, having been previously duly sworn, was examined and testified further as follows:

DIRECT EXAMINATION

TRIAL EXAMINER:
Give us your full name and address.

THE WITNESS:
Bryce Hubbard, 1229 East Foster Street, Pampa.

[1692] TRIAL EXAMINER:
You have been on the stand before —

THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
— and it will not be necessary to swear you again, but I have already done so.

Q (By Mr. Keenan) I believe you have already testified that you are a member of the plant committee at the Mills R & D Plant. Would you tell us briefly what —

MR. KEENAN:
May we go off the record a moment?

TRIAL EXAMINER:
All right, off the record.

(Discussion off the record.)

TRIAL EXAMINER:
Back on the record.

Q (By Mr. Keenan) What does the Mills R & D do, what's the purpose of the plant?

A Of the plant itself?

Q Yes, and the departments.

A It's engaged in research of carbon black research, trying to develop new ways and cheaper ways of making carbon black, trying to develop new carbon blacks, trying to make better grades of black, generally doing research work that is later used in production plants.

TRIAL EXAMINER:
Is that plant separate and apart from any other installation of the Cabot Company, in other words, does it have a plant site of itself and operated as a separate unit?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
Does it produce carbon black for sale?

[1693] THE WITNESS:
No, sir.

TRIAL EXAMINER:
Just for research?

THE WITNESS:

Yes, sir.

* * * * *

[1702] Q (By Mr. Keenan) I believe I had asked you, Bryce, to tell us a little bit about the plant and I believe you did.

Let me ask you this, how many separate departments do they have in Research and Development?

A They have three separate departments, as far as the working men are concerned. They are grouped into three.

Q What department do you work in?

A As an operator in the pilot plant.

Q The pilot plant makes carbon black, does it not?

A Yes, sir.

Q I think you told us, however, that it wasn't sold?

A No, it's research.

Q It goes over to the lab for testing and the like?

[1703] A Yes, sir.

Q Now, how many members are there of your plant committee at the R & D?

A There's three.

Q Are they elected from the various departments?

A Yes, sir.

Q And one from the pilot plant?

A One from the pilot plant, one for the utility men or mechanics and one for the rubber lab.

Q How about the Schafer lab, does that have any connection with the R & D?

A Yes, sir, from management standpoint, but we are not connected with them in our committee meetings.

Q Do the committeemen ever drop over to sit with you all from the Schafer lab?

A Yes, sir, they have.

Q Now, would you in general describe how your plant committee meetings at the R & D are conducted, who generally calls the meetings?

A We have a set time for our meetings. We meet the first Friday afternoon of each month at 1:30 in the afternoon.

TRIAL EXAMINER:

That is the committee meetings you are talking about?

THE WITNESS:

Yes, sir.

Q (By Mr. Keenan) And when you speak of committee meetings [1704] you include the management representatives, is that not right?

A Yes, sir.

Q And who usually chairs the meetings?

A Different ones. It isn't always the same ones.

Q You have no set policy in that regard, is that correct?

A No, sir.

Q Now, what would you say takes up most of your time at committee meetings?

A Discussions.

Q And, Bryce, I am going to show you a minute of a meeting dated March the 3rd, 1955, and ask you to read the first paragraph — the second paragraph of that minute — and ask you do you remember anything about a preliminary meeting that is referred to therein?

A Yes, sir.

MR. BAUER:

I believe that's the minutes of the March 4th meeting.

MR. KEENAN:

March 4th, correction.

TRIAL EXAMINER:

Let me see the paragraph.

Q (By Mr. Keenan) What was that preliminary meeting referred to to your knowledge, if you know?

A It was about a change in our wage scale for the pilot plant operators, and I believe also for the utility classification.

Q And who had been in that preliminary meeting referred to?

[1705] A The committee.

Q Were any minutes kept of that meeting?

A No, sir, it was a special called meeting. No minutes were kept.

Q Had there been any announcements at that preliminary meeting?

A Yes, sir, Mr. Dobbin had a scale of a new wage scale that he thought was fair to the operators than the one we were working under. We had a wide range in our pay bracket. The best I remember we had around eight or maybe nine pay brackets from the starting bracket to the top bracket and this was shortened to, I believe, approximately five brackets, from the lower beginning bracket to the top bracket.

Under the old classification a man going to work in the bottom bracket had a lot of brackets ahead of him to reach the top. His raises, even though they might come

frequently, still kept him from reaching the top for quite a while and Mr. Dobbin felt that by shortening those brackets that it would be fair to the man and he would have an opportunity to get in the top bracket of his classification a little sooner.

I also believe that one bracket, the bottom bracket, of the old classification was taken away.

Q Now, that had been announced to you at a meeting previously?

A Yes, sir.

* * * *

[1707] Q (By Mr. Keenan) Let me ask you this. Did you have any say-so as to whether or not you were going to get those brackets changed?

A No.

Q When did you first learn you were going to get them?

A At this meeting.

Q What date; is that March 1st?

A Yes.

Q All right, who told you about them?

A Mr. Dobbin.

Q What was the purpose of the meeting?

A That was the purpose of the meeting.

Q So he could tell you about them?

A Yes.

Q Did anything else happen besides Mr. Dobbin telling you about them at that meeting?

[1708] A No.

TRIAL EXAMINER:

Didn't you have any discussion with Mr. Dobbin at the time he made the statement?

THE WITNESS:

Yes, it was discussed. He told us why he had done it. He thought it would be fair to the men, possibly inspire some of the men to work a little harder to try to get in the top bracket, and he thought that anything like that that could be done to encourage the men in any way was something that would help the plant in general.

TRIAL EXAMINER:

Did the committeemen have an opportunity to ask him any questions about it?

THE WITNESS:

We had the opportunity, but there was no questions that we asked.

Q (By Mr. Keenan) Now, again referring to the meeting of March the 4th which has been introduced as part of General Counsel's GC-24 I ask you again to read the second paragraph and state now if you independently recollect anything about a man by the name of Deatherage?

A Yes, sir.

Q All right, now, what about Deatherage; what was that all about?

A Deatherage was working in the utility classification. Can I say something there about those minutes?

Q You may if you want to.

A It might help something there. There is one thing [1709] incorrect where I said George Deatherage did more and heavier work than men in the top bracket of his clas-

sification. I did not make that remark. I had no reason to because George Deatherage is an older man and isn't physically able to do what men in the top bracket could do. What I said was he did more work and heavier work than men in his same bracket, and the reason that I brought this up — I didn't bring it up on my own — it had been remarked out at the plant. The boys had talked about it and George Deatherage himself was dissatisfied.

Q To make this thing more understandable when you speak of brackets, what do you mean?

A Pay bracket.

Q What determines in the R & D or did determine at that time whether a man was in a particular pay bracket?

A It was management.

Q What factors did management consider, generally speaking?

A His ability to work and the amount of work he did.

Q What was the purpose of this discussion relative to Deatherage to your knowledge?

A Would you state that again, please?

Q What was the purpose of this discussion relative to Deatherage to your knowledge, why was he brought up and who brought him up?

A I believe I brought it up because there were several of us that felt that George was being discriminated against a little [1710] there in being in the same bracket with another man or two there that were not doing as much work or as heavy work as he was doing.

Q In other words, you felt —

MR. BAUER:

Objection.

MR. KEENAN:

To what?

MR. BAUER:

Leading. He's your witness.

Q (By Mr. Keenan) What was the purpose of your remarks to get Deatherage moved from one bracket up to another?

MR. BAUER:

Objection.

TRIAL EXAMINER:

What was your purpose? Let him state it in his own words.

Q (By Mr. Keenan) What was your purpose?

A It was our purpose to see if we couldn't get them to see if he was — in other words, it wasn't a feeling against management other than one man. We felt that one man which was the man that rated this fellow and the man that would be responsible for getting him into the next bracket was treating him unfairly.

Q Now, what is the company policy to your knowledge with regard to up-grading men of the ability of Deatherage?

A I don't know.

Q Did you feel that he should have been up-graded?

A Yes, sir, we felt he should.

Q Was the pay for various grades already determined?

[1711] A Yes, sir.

Q Had Deatherage complained to you about this?

A Yes, sir.

Q Now, I show you the minutes of the meeting of March the 18th and —

TRIAL EXAMINER:
What year?

MR. KEENAN:
Of 1955.

Q (By Mr. Keenan) Again a part of GC-24 and ask you to look at those minutes.

What is the company's policy relative to opening of bids for a job or rather consideration of bids for jobs?

A. When they open a new classification or have an opening on the bulletin board.

Q What is the practice at the R & D plant relative to the selection among the various bidders?

A Do you mean how do they — on what basis they make their selection?

Q Yes, and who is consulted in connection therewith?

A It depends. If a job is awarded strictly on seniority no one is consulted. If ability comes into it, if the job is to be awarded to a man of lower seniority because of ability, they call a committee meeting and discuss it with the committee.

Q Do they ever discuss bids and bidders when there is no particular question of seniority involved; have you ever known [1712] that to happen, just of ordinary bids coming before you?

A No.

Q What is the nature of the function of the committee in connection with the filling of vacancies when there is a deviation from seniority is discussed with you?

A We meet there in a committee meeting and we talk about each man's ability, consider his ability and his seniority, bring up each one of his weak points and his strong points.

Q In a final analysis who makes tht decision as to who gets the job?

A Art Dobbin.

Q If you disagree with Art Dobbin's decision may you make a grievance out of it?

A I don't know. We have never disagreed.

Q You have never taken up a grievance on that?

A No, sir.

Q If the wrong man was put in a job could you make a grievance out of it?

A I think we could. In those minutes you just handed me, if the man with seniority had been put on that job I think we would have a right to make a grievance because it was a job that concerned electricity and we had those motors there and we certainly wouldn't want an inexperienced man on there because it would be too dangerous. I believe we would have a right to a grievance.

[1713] Q Mr. Dobbin sought the advice and opinion of the committee as to the skill and qualifications of various men, is that correct?

A That's right.

Q I show you the minutes of April the 8th, 1955, and ask you to read the second paragraph of those minutes.

Is that another job filling situation?

A Yes, sir.

Q Why was this situation taken up with you?

A It could have been a deviation from seniority.

Q Why did it not turn out to be a deviation from seniority?

A The men with seniority withdrew their bids, one just previous to the meeting and another during the time of the meeting and another man that was thought to have seniority didn't have it. This was brought out in the meeting. He had lost time by working at a plant that was a union plant that had plant seniority and in transferring from that plant to a plant with company seniority he lost from bidding seniority.

Q However, that could have been a problem?

A Yes, sir.

Q I note in those minutes reference is made to a suggestion about more time, more posting time in connection with posting of jobs for bids. What occasioned that?

A A job that has been posted for bid, always when our bids are posted there is a time limit set when these bids should be [1714] in, and I don't remember the exact time but there was only two or three days' time there from the posting of the bid until the time the bids were to be turned in.

Q And on behalf of the committee you registered a complaint?

A Yes, sir. We asked when at all possible these bids be posted a week or two in advance.

Q Did the company agree to do that?

A Yes, sir.

Q In the minutes of May the 10th there is reference to time cards. Do you recall that situation, the reference to the discontinuation of time cards; do you recall the circumstances involving that?

A Yes, sir.

Q Tell us about that.

A Mr. Dobbin told us that he had received permission from Reno for us to discontinue punching a time clock. He said that years ago that he had punched a time clock and he never did like it and the companies in other plants had discontinued that practice and he felt that it would be better working conditions for us where if a man was coming to work of a morning and had a flat tire or for some reason come in 10 or 15 minutes late he lost time if he was punching a time clock. If he wasn't punching a time clock something like that could be overlooked and he wouldn't lose any time, and asked us to present this to the men and see if they would like to quit punching a time clock.

[1715] Q Was the matter presented to the men?

A Yes, sir.

Q In what manner?

A Just as he stated it.

Q How did you present it to the men; did you have an election or what?

A No, we talked it over. I talked to the men I represented and the other committeemen talked to the men they represented.

Q Did you make a numerical count of how they felt about it?

A Yes, sir.

Q Did you report that numerical count back to Mr. Dobbin?

A Yes, sir.

Q Did he act on the basis of that numerical count?

A Yes, sir.

Q In what way?

A We do not punch the time clock.

TRIAL EXAMINER:

You voted the time clock out?

THE WITNESS:

Yes, sir.

Q (By Mr. Keenan) Mr. Hubbard, are there other matters upon which the vote of the employees is taken at the R & D plant?

A Yes, sir.

Q I call your attention to the next item in these minutes of May the 10th, 1955, which reads, "Scott and Hubbard were asked to get the opinion of the men in the pilot plant on working on Memorial Day. The rubber lab will work a skeleton crew on [1716] Memorial Day." Is that the usual practice?

A Yes, sir.

TRIAL EXAMINER:

What usual practice?

Q (By Mr. Keenan) Of taking such a poll?

A Yes, sir, on holidays.

Q What is the company's policy with reference to working — Strike that.

What will an employee get paid if he works on a holiday?

A Time and a half.

Q If he does not work the holiday will he be permitted to make it up later in the week?

A Yes, sir, he either works the following Saturday or the preceding Saturday, depending on which is in the pay period that the holiday falls in.

TRIAL EXAMINER:
How is it determined whether it is a holiday or not: are there certain holidays fixed by the company Guide?

THE WITNESS:
Yes, sir, they have six holidays.

TRIAL EXAMINER:
Six holidays?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
And they are the ones that this has application to, just those six?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
What are they?

THE WITNESS:
Christmas, New Year's, Thanksgiving, July the [1717] 4th, Memorial Day.

TRIAL EXAMINER:
That is five.

MR. KEENAN:
How about New Years'?

MR. BAUER:

And Thanksgiving.

THE WITNESS:

Thanksgiving, Christmas, Memorial Day and July the 4th. There is one other I am sure. There is six of those holidays.

Q (By Mr. Keenan) How about Labor Day?

A I am not certain.

Q In any event, Mr. Hubbard, is it the policy at the R & D to put the matter of working on a holiday up to a vote?

A Yes, sir, it is unless we are on a tour job that would cost money to shut down. At certain times we do have tour work there and if a holidays falls at a time when we are on a tour job the men on that job work.

TRIAL EXAMINER:

Do you get time and a half?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

If they don't work at all on a holiday they don't get paid, right?

THE WITNESS:

They have the privilege to make it up at time and a half the same as if they worked a holiday.

Q (By Mr. Keenan) Now, there is a statement, "The rubber lab will work a skeleton crew on Memorial Day." What is the significance of that statement?

A I couldn't go into any detail on that because I am not

[1718] connected with the rubber lab, but it was something concerning their work there that would be done on that day without a full crew being out and there was one or two or three of the boys that wanted to work that day instead of working the Saturday they would have to work in place of it.

Q Now, this next statement, "Earl was asked to take a poll of the rubber lab group to see how many wanted to work early on weekends." What was that about, if you know?

A I don't know about that.

Q There is another statement in these minutes, "Art said some painting and extra maintenance work needed to be done in the department and wanted to know if the group would object to bringing a C.E.C. crew in to do the work." First of all, what is a C.E.C. crew?

A It is a construction crew that works, as I understand, at all company plants.

Q Does the C.E.C. stand for Cabot Engineering Company?

A Yes, sir, I think so.

Q What was the significance of bringing that up at this meeting?

A Prior to that time there had been some men from Louisiana — I don't believe it was this C.E.C. crew, but it might have been — but there was some men from Louisiana that came to our plant and did considerable work, enlarged a building, and they worked a considerable amount of overtime. The boys working there at [1719] R & D as permanent employees felt that they should have received some of that overtime that these boys got and there had been quite a bit of griping about it, and at this time we were under a very heavy work load and we

didn't really have the opportunity to do this extra work ourselves because we were painting and cleaning up, and Art was bringing this C.E.C. crew in because he wanted to get the work done at this time of the year and he wanted to know if we thought there was going to be gripes there on that from the group.

Q Processing grievances in advance?

MR. BAUER:

Objection.

MR. KEENAN:

I withdraw it.

Q (By Mr. Keenan) There is a reference in the minutes of June the 3rd, 1955, to a six-day a week for the rubber lab. Are you particularly familiar with that?

A No, sir.

Q In the minutes of August the 8th, 1955, there is reference to an overtime chart. Do you recall anything about that?

A Yes, sir.

Q Tell us about that, the circumstances of it.

A Our overtime record was being kept by the works superintendent and was kept over in his office. Over in the rubber lab they kept their overtime record on a sheet that was posted on their bulletin board where the men could see it. The boys out at the pilot plant wanted the same thing. They wondered a [1720] lot of times as to how they might compare in overtime over a period of five or six months or a year's time with the men they were working with. They asked if this could be brought up and see if we could get an overtime record posted on our bulle-

tin board and asked if this could be kept up to date, a new sheet each pay period, a new sheet put out there.

Q What was the company policy on distribution of overtime?

A It was the company policy it would be equally distributed as much as possible of men in a certain classification.

Q Now, did the installation of this new chart have anything to do with that policy?

A No, sir.

Q Well, I take it —

MR. BAUER:

Objection.

Q (By Mr. Keenan) Well, did the policy change?

A No, sir.

Q Now, I take it that the chart was to record that policy?

MR. BAUER:

Objection.

MR. KEENAN:

Well, I don't think it is leading.

TRIAL EXAMINER:

Don't suggest the answer to the witness. Let the witness tell what the purpose of the chart was.

Q (By Mr. Keenan) What was the purpose of the chart?

A The purpose of the chart was to put the information out on the bulletin board where the men could see it easily at any time without having to go over to Dick's of-

fice and look at his [1721] books. In our work we get black and a man might want to check his overtime and his hands are black and he has got to find Dick and get Dick to get the book and check it or he will mess up the books.

Q Dick is your foreman?

A He is the works superintendent.

Q Now, there is talk in those same minutes, or rather discussions in the same minutes, relative to working alone at the plant. What is the significance of that and what happened; can you remember?

A Working alone?

Q Yes, operators working alone on the unit; can you recall any discussion of that?

A No, sir, I don't.

Q I show you the last paragraph of these minutes and see if it refreshes your recollection?

A Yes, sir.

Q Now, what was that all about?

A Well, the production run, that was a tour job around the clock and our operators were all on this run but one. This one operator was operating the other unit by himself. At that time the utility men and mechanics had a heavy work load and there was no one available to help this operator. He was operating the unit and taking his own weight checks, getting his own black samples. In fact, he was doing the work that two [1722] men do and we wanted to know how long that was likely to continue.

The man that was doing the work was beginning to get a little tired. He was actually doing two men's work.

Q And you registered a gripe about that?

A Yes, sir.

Q I show you the minutes of the September the 9th, 1955, meeting and ask you to look at the last paragraph.

Does that refer to the overtime record which you have just talked about?

A Yes, sir.

Q Was there any vote taken or anything like that on that overtime record?

A No, sir.

Q The minutes of September 28, 1955, there is reference to the Thornton case. Tell me what occurred in that connection. L. O. Thornton, do you remember that?

A Yes, sir.

Q Suppose you just tell us about it.

A L. O. Thornton had been promoted from an operator to a foreman and he didn't get along too well with some of the men. In fact, with several of the men, and there were some ill feelings and the company, management, decided something would have to be done. They called the men in in small groups and talked to them. The group that I went in with was with two other [1723] men, three of us —

TRIAL EXAMINER:

Which men were called in; who were they?

THE WITNESS:

The men that were working under Thornton, to find out our opinions of L. O., what we thought of him as a foreman, what our trouble was with him and why we weren't able to get along with him.

Is this set of minutes concerning —

Q (By Mr. Keenan) Just go ahead and tell me all about Thornton.

TRIAL EXAMINER:

He wants to refresh his memory.

Q (By Mr. Keenan) Keep on going.

A This was not a committee meeting. It was just management called in the men a few at a time that worked under Thornton and getting information.

Then, later there was a committee meeting. At this committee meeting Mr. Dobbin said that something was going to have to be done about Thornton. They didn't feel that it would be fair to transfer him out of the department. He had a home here in Pampa and he had been there a long time and he had made a good hand as an operator. They wanted to keep him on. They wanted to put him back in the operator's classification. Some of these men that L. O. had had trouble with were operators. Mr. Dobbin was wanting to know whether or not the operators thought that they could work with L. O. even though they couldn't work under him.

[1724] Q And as a result of that what happened?

A As a result of that Thornton was placed back in the operator's classification.

Q Was any poll of the operators taken as to whether they were willing to work with Thornton or not?

A No, sir, there wasn't a poll taken. However, I talked to all of the operators. There is just a small group of us, nine operators including myself. I knew their feelings, and every operator there respected Thornton very highly as a man, and those of the operators that had been there

while he was operating and worked with him knew what kind of an operator he was and what kind of a man he was to work with. I knew all of this. It had been talked at considerable length before this meeting.

Q And did you inform Mr. Dobbin of the feelings of these men?

A Yes, sir.

Q I now call your attention to the date of September 29, 1955, and ask you to state what happened on that particular date.

A Now, which minute is that?

Q I am referring to the minutes of September the 29th, when there was a discussion of an eight and ten-cent wage raise, and ask you not only to refer to the minutes but tell me what happened that date and the previous day, starting from the beginning.

[1725] A I was working the evening shift, 2:00 to 10:00 shift —

Q On what date?

A On the previous date.

Q On the 28th?

A On the 28th.

Q All right.

A And along with two other operators. One of the operators that had went off duty at 2:00 o'clock that day came back out to the plant that night and told us that the company had given a general wage increase and that they had given the R & D operators an eight-cent wage increase and the furnace plant operators a twelve-cent wage increase.

Of course, the four of us talked about it and we were pretty unhappy. I am not certain on this, but it seemed

pretty clear that he said he talked to one of the boys from the furnace plant and it had been posted on their bulletin board, so the next morning around 8:30 I called out to the plant and talked to Bob Boyd.

Q Who is he?

A Head engineer at that time, and I told Bob what I had heard and asked him if it was right and he said he didn't know. I asked him if he would check with Art and find out and he said he would.

Then at noon, around 12:00 to 12:30, Bob called me at home and told me that he had contacted Art and that Art was pretty [1726] disturbed and Art had contacted Reno and then Art had contacted Bob back again and told him he had contacted Reno and told Bob to get the committee together for a meeting at 1:30. I was due to go to work at 2:00 o'clock and he told me to come out early to go to a committee meeting.

Then when I got out, I got out there a little early, 10 to 15 minutes early, and walked into the library where we hold our committee meetings and Bob Boyd was in the library at this time. He had some figures, some pay rates on a piece of paper that he said he had received from Art over the telephone, and that the company was giving us a 10-cent raise instead of an eight-cent raise.

MR. BAUER:

We object to the hearsay, Mr. Examiner.

TRIAL EXAMINER:

Well, he is a member of this committee explaining his reason for a meeting and it is not material one way or the

other whether there was a raise or wasn't so far as the merits of the case is concerned. The witness is just explaining the background of the meeting.

Q (By Mr. Keenan) Will you continue?

A This set of figures, wage scale, they had received from Art showed the R & D operators and the furnace plant operators have an identical top bracket. Then the meeting opened and Bob Boyd put these figures on the blackboard and we were discussing that. I don't remember exactly what was said there, but about that time Art came in and when he came in he told us [1727] that he was very sorry about what had happened and that he had contacted Reno to find out why the R & D operators had been discriminated against there in this raise differential and that Reno said we had been completely overlooked.

MR. BAUER:

Objection; hearsay.

MR. KEENAN:

No, this is not hearsay.

Q (By Mr. Keenan) Did this happen at the meeting?

A Yes, sir.

* * * *

[1730] Q (By Mr. Keenan) Will you continue, sir, and tell us what Mr. Dobbin said when and after he entered that room.

A He apologized for our operators not being more in the raise than we did. He said he had talked to Reno and that Reno said that we had been overlooked because of the type of operation we were doing. We were not considered

along with the channel plant operators nor furnace operators.

Mr. Dobbin was not in this particular meeting where the wage rate was set and we were overlooked. He said that Reno said or he and Reno together decided that we certainly were entitled to more than an eight-cent increase but they didn't feel we were entitled to twelve cents, so they were giving us the ten-cent increase, so Mr. Dobbin went to the board and asked for us to list advantages and disadvantages, comparing the R & D operators to the furnace plant operators in an effort to show us why he and Reno felt we were not entitled to a twelve-cent raise that the furnace plant had received. We listed those advantages and disadvantages as we seen them and talked about them, discussed it. After this discussion Mr. Dobbin asked me —

Q Just a minute, Mr. Hubbard. During the course of this [1731] meeting was there a discussion of any loss of advantage that the pilot plant operators had formerly had over the furnace plant operators?

A Yes, sir.

Q What was that discussion, the best you can recall, and who engaged in it?

A It was concerning a raise, a general wage increase at a previous time when the furnace plant operators had received two cents an hour more at that wage increase than the R & D operators received.

Q Who brought that up, if you can recall?

A I believe I did.

Q And was there any talk of a shift differential, and if so, how did that figure in the meeting?

A Yes, sir, we had been given a shift differential for

evening work and morning tour work. Mr. Dobbin and Reno felt that if they gave us a twelve-cent raise as they did the furnace operators they would have to take our shift differential away from us, but they would give us a ten-cent raise and let us keep our shift differential.

Q What kind of shift differential did you have?

A It was a five-cent differential for the evening shift and a ten-cent differential for the morning tour.

Q Do the furnace plant operators have that type of shift differential?

[1732] A No, sir.

Q Now, I interrupted you when you were about to tell me a question that Mr. Dobbin asked you. What question was that?

A He asked me if I thought that in view of this discussion we had had that a ten-cent raise was fair and did I think that the operators would be happy with it.

Q And what did you tell him?

A I told him I did think it was fair and I thought they would be satisfied with it.

Q Do you remember any questions directed to other committeemen at that time?

A Yes, sir.

Q What questions were those and whom were they directed to?

A The committee men representing the rubber lab was asked if they thought the mill operator in the rubber lab would have a gripe about our receiving that additional two cents which he wasn't receiving and the committee man representing the mechanics and the utility men was asked if he thought that any of his group would have a gripe.

Q And what did he reply?

A He replied that he didn't think they would.

Q Now, Mr. Hubbard, do you have any choice as to whether or not you would get that ten-cent wage increase?

A No, sir.

* * * *

[1736] Q (By Mr. Keenan). In the minutes of December the 2nd there is a reference to, or a question by Earl New about the fellows in the rubber lab had asked if they could come to work early, do you recall anything about that?

A I recall the request and discussion, but I don't recall the details of it.

Q Do you recall any discussion in a meeting in the spring of 1956 relative to the marking of the parking lot?

[1737] A Yes, sir.

Q What was that discussion?

A We have a limited amount of parking space out there. We have an oval that we park our cars around and unless everybody parks properly there is some that doesn't have room to park their cars and this was a discussion about the possibility of marking off parking lanes similar to the way they do in town to try to get the boys to park correctly and make more parking room.

Q That is company property that you park on?

A Yes, sir.

Q And I now refer you to another meeting in the early part of this year, in March of this year, and ask you whether or not there was any discussion reltative to the keeping of overtime?

A I remember one instance of a discussion on overtime, but I don't remember the date.

Q Relative to a year to year basis; do you remember that discussion?

A Yes, sir.

Q All right, will you tell us about that?

A In the setting up of this overtime record that was mentioned previously there was nothing mentioned about how this record or how long a time this record was to run, whether to be a yearly record or a continuous record for five, ten years, or what, and this was a discussion about that, whether to leave [1738] the overtime record going year after year or whether to start a new record at the beginnning of each year and keep them on a yearly basis.

Q Who brought that up to you?

A The committeemen brought it up, but I don't remember which one.

Q What decision did the company make on that?

A It was decided to keep it on a yearly basis.

MR. BAUER:

There is no showing the company made the decision, so I move to strike the answer.

Q (By Mr. Keenan) Well, who made the decision on keeping the overtime on a yearly basis?

A The best I remember there wasn't too much discussion about it and there was no disagreement about it, everyone thought it was a good idea to keep it on a yearly basis, but as far as anybody making the ruling, I don't know. It was just thought to be best by everybody.

TRIAL EXAMINER:

Who was at the meeting representing the company at the time the matter was presented to them?

THE WITNESS:

I don't know. I know Dick Hendricks was there. He attended all meetings. Otto Specht, I believe, was there, and Al Cobbe.

TRIAL EXAMINER:

Was any decision reached at the meeting or did you get a decision later?

THE WITNESS:

It was reached at the meeting.

[1739] TRIAL EXAMINER:

Was it reached by those men representing the company?

THE WITNESS:

This came up as a result of discussions among the men out in the plant.

TRIAL EXAMINER:

I know, but your committee was presenting it to the company, wasn't it, the representatives of the company there?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

What was the question you presented to them?

THE WITNESS:

If this could be kept on a yearly basis.

TRIAL EXAMINER:

And their answer was it would be kept on a yearly basis?

THE WITNESS:

Yes, sir.

Q (By Mr. Keenan) Would you just describe, Mr. Hubbard, what you considered to be the functions of the employee plant committee?

A We handle suggestions; we are concerned with safety measures; we handle gripes and grievances, certain types of grievances.

Q All right, what things; name some of the things that you feel you have no authority to deal with.

A We have no authority to deal with anything that is not set forth in the by-laws of the Guide. If something comes up and we are in doubt as to whether it is covered in the Guide, [1740] we go to the Guide and find out.

Q Do you have authority to negotiate for wage raises?

A No, sir.

MR. BAUER:

Objection.

TRIAL EXAMINER:

What is the objection?

MR. BAUER:

Negotiate again is a legal term.

TRIAL EXAMINER:

Can't you use legal terms in questioning a witness?

MR. BAUER:

It suggests a conclusion like collective bargaining. I thought it had been decided earlier in this meeting, Mr. Examiner.

TRIAL EXAMINER:

Well, I am not going to be governed by the witness' definition of the word. I am going by my own determination of what the meaning of his words are. If you want to ask him what he understands by the meaning of the word "negotiate" he can explain it.

What do you understand the words "negotiate wages" means?

THE WITNESS:

Bargain for wages.

TRIAL EXAMINER:

What do the words "bargaining for wages" mean?

THE WITNESS:

Means for the employees and employer to sit down together and discuss wage increases, possibly by bargaining, by threatening to strike. I don't know just what it would mean. We have never concerned ourselves in the least bit with wage increases because we know it is in our Guide it is something [1741] beyond our power. We have no right whatsoever.

TRIAL EXAMINER:

But you say you have discussed at these meetings some matters pertaining to the wage of a certain classification

and try to get the company to change a man's classification or things like that?

THE WITNESS:

Or some individual that has a wage bracket that has been set by the company and he is in a bracket instead of a bracket above open to him. We discuss those things, but —

TRIAL EXAMINER:

You don't go to a meeting and sit down at a table with both sides there to see what amounts can be agreed upon?

THE WITNESS:

No, sir.

TRIAL EXAMINER:

You don't make counter proposals to each other?

THE WITNESS:

No, sir.

TRIAL EXAMINER:

You just go and say, "We think a man ought to have a higher classification or we ought to get a ten-cent raise," and submit it to the company and see what they will do about it; is that what you do?

THE WITNESS:

Ten-cent raise, no. We can't ask for it.

TRIAL EXAMINER:

You can't ask for a particular raise?

THE WITNESS:

Except in the case of an individual trying to get over to the management that maybe this one individual has been discriminated against. He has maybe been in a certain bracket two or three years and it is the feeling of our ourselves [1742] and the man that this man should go on up to a higher bracket.

TRIAL EXAMINER:

All right, go ahead.

Q (By Mr. Keenan) Would your answers with regard to vacations, pensions, and the like be the same as your answer to wages?

A Yes, sir.

MR. BAUER:

Objection, wages, vacations and pensions, and the like, Mr. Examiner, is an awfully big category. We have already had evidence that vacations had been discussed —

TRIAL EXAMINER:

I think there is a relevancy between the two as such, wages, vacations, pensions. If the committee feels they have certain powers to do certain things in connection with them and certain things they don't do, he has a right to explain it, and would the committee's method and conduct of dealing with the management with regard to these other matters he mentioned be approximately on the same kind of basis as it would be as to just what you explained about wages?

THE WITNESS:

Yes, sir, anything that concerns company policy would be beyond the reach of our committee. We do not try to change or make company policies. We are interested along with management in the interpretation of company policy and how it is applied.

TRIAL EXAMINER:

All right, go ahead.

Q (By Mr. Keenan) Have you attended any central committee [1743] meetings?

A Yes, sir.

Q How many?

A One.

Q Which one?

A This last one.

Q Would you tell me what happened at that central committee meeting?

A Yes, sir.

Q Well, let me say this. Let me back off a little bit.

On the day of the central committee meeting what was the first thing that happened?

A At the meeting or on the day of the meeting?

Q Well, did you go to two or one meeting on that day?

A We had one central committee meeting, but there were other meetings that management were having that committee men were invited to attend.

Q Did you go to an invited meeting first?

A Yes, sir.

Q What meeting was this?

TRIAL EXAMINER:

Didn't we go into this question with that witness when he was on the stand before?

MR. KEENAN:

Did you?

MR. BAUER:

We didn't.

MR. KEENAN:

I don't think they touched it.

[1744] MR. BAUER:

You may have on cross examination.

TRIAL EXAMINER:

Was any questions asked you on your visit to the central committee meeting when you were on the stand previous to this time?

THE WITNESS:

No, sir.

TRIAL EXAMINER:

All right, go ahead.

Q (By Mr. Keenan) What happened at that first meeting you went to?

A I don't remember. I remember the meetings and I remember what happened at the meetings. There was a meeting the day before.

Q Did you hear a speech by Mr. Burdett?

A Yes, sir.

Q You went to that meeting?

A Yes, sir.

Q Can you remember what he said?

A He talked about how our company was doing in general, about our sales, comparing our sales of this year to the year before, what they expected the sales to be for the coming year. He talked about — he made the statement that they had had a good year and that they didn't expect the following year to be as good as the last year. He said that for the benefit of those that were interested in wage increases: This had been asked from various plants at different times before this and he mentioned this there in his talk, that the company would [1745] be giving a general wage increase this year, but that was not known at that time when that wage increase would come but he felt sure himself that judging from their past policy of giving a raise each year that they would give a raise this year.

Q What time of the year do you all usually get your wage increases?

A Generally the latter part of the year, September and October.

Q Did Mr. Burdett mention this?

A Yes.

Q Now, did you hear speeches by other members of management?

A Yes, sir.

Q And when you heard these speeches by management officials who else was listening to them besides the committeemen?

A Management, superintendents, management meeting.

Q Now, did you have another meeting with Reno Stinson?

A Yes, sir.

Q Tell us what happeend at that meeting.

A Well, it was more or less a gripe session, is the way I would term it. There were representatives at this meeting from all of the committees around here, even from Louisiana there were representatives. Reno met with us and he asked for questions that we might have and asked us to present problems to him that we might have, and actually the meeting turned out to be a gripe session.

[1746] Some of the boys were having this problem at one plant and another problem at another plant, and some weren't satisfied with a certain supervisor and some weren't satisfied with certain working conditions, and that's what most of the meeting was about.

Q You say questions would be asked; would Reno give an answer?

A Yes, sir.

Q Were any agreements reached at this meeting?

A No, sir.

Q As a result of this meeting were there any changes in company policy?

A No, sir.

Q As a result of this meeting did you get a wage increase?

A No, sir.

Q As a result of this meeting were your hours of work changed?

A No, sir.

Q As a result of this meeting did you get a greater vacation?

A No, sir.

* * * *

[1747] CROSS EXAMINATION

Q (By Mr. Bauer). Mr. Hubbard, you have just testified about attending meetings of the central committee in Pampa of this year?

A Yes, sir.

Q Now, the first meeting wasn't the central committee meeting, was it?

A No, sir.

Q But the second meeting with Reno Stinson was?

A Yes, sir.

Q And you testified as a result of this meeting there were no changes made?

A No, sir.

Q Are you actually in position to know that?

A No, nothing except as far as the department I work in is concerned.

Q So that statement has no application to the other plants or departments?

A No, sir, just the plant where I work.

Q Now, Mr. Hubbard, where do you get your guidance as to the functions of the committee?

[1748] A From the Guide.

Q By that you mean the by-laws and the grievance procedure?

A Yes, sir.

Q Have you ever received any instructions as to the

functions of the committee outside of these by-laws and the grievance procedure?

A No.

Q Do you feel that you can discuss company policies that are not set forth in the Guide?

A Would you restate that?

Q Do you feel that you can discuss any matters in that grievance committee even though it is not set forth in the company Guide?

A No.

Q Are you aware of any restrictions or the by-laws or the grievance procedure to that effect?

A I don't know if there are restrictions set forth. I do know it tells us what we can do. It doesn't go into detail what we can't do.

Q As a matter of fact, there is no such restriction in the by-laws?

A Not that I know of.

Q Nor in the grievance procedure, is there?

A Not that I know of.

* * * *

[1758] Q (By Mr. Bauer) Calling your attention to the meeting of September the 28th, 1955, which was the meeting which discussed the disposition of the working foreman, L. O. Thornton. Who called that meeting?

A Art Dobbin.

Q Now, the question arose, did it not, whether Thornton [1759] could revert back to his old classification?

A I believe that question came up in the meeting.

Q Was there any policy set forth in the company Guide on that?

A No, not that we could find.

Q Was there any company policy in existence on that point?

A I don't know, not that I know of.

Q Did you discuss that situation?

A Yes, sir.

Q Did you come to an agreement on it?

A As far as I know there was nothing to agree on. Mr. Dobbin was asking for information.

Q What did Mr. Dobbin want to know?

A He wanted to know if Thornton was placed back in an operator's classification if the operators that worked with Thornton could get along with him, because some of the operators that had worked with him had not been able to get along with him as a foreman.

Q Did you tell him what the feeling was?

A Yes, sir.

Q I believe you testified to that on direct examination, the details of it, did you not?

TRIAL EXAMINER:

The record will so show.

Q (By Mr. Bauer) Now, calling your attention to the September 29 meeting which is the meeting at which the wage [1760] differential was discussed, were you asked your opinion as to a 10-cent increase for the operators?

A. I was asked if I thought that this 10-cent increase would be fair and if I thought that the operators would be satisfied with it.

Q Did Mr. Dobbin or Mr. Boyd not ask Mr. New to check with the men in the rubber lab to see if that would be O. K. with them?

A They didn't.

TRIAL EXAMINER:
You say they did ask you that?

THE WITNESS:
No, they didn't ask me that.

TRIAL EXAMINER:
You said asked Earl New that?

MR. BAUER:
Mr. Earl New, Mr. Examiner. Will you tell the Examiner who Mr. Earl New is?

THE WITNESS:
Earl New was a committee man at that time representing the rubber lab.

TRIAL EXAMINER:
And they asked him about it?

THE WITNESS:
They asked Earl, the way I remember it about the mill operator in the rubber lab, if he thought that this mill operator would be unhappy about us getting two additional cents that he wasn't getting.

Q (By Mr. Bauer) Well, did he ask Earl New to find out how the people in the lab felt about it?

A I don't know.

Q About how long did this particular meeting take, Mr. [1761] Hubbard?

A It took less than an hour. I don't know exactly, but I know that we started around 1:30. It could have been as

much as 10 or 15 minutes after 1:30, but it was around 1:30 and it was over about — well, it was over before 2:30.

Q Had there been a notice actually posted prior to that meeting as far as you know showing the uncorrected wage scale?

A Not as far as I know. It hadn't been posted the day before, and when I went out that day I went directly to the library where the meeting was to be held, and if the notice was posted it would have been on our bulletin board in the clock room, and I didn't go to the clock room until after the meeting and I don't remember whether the notice was there then or not. I do know the notice was there the next day.

Q Which wage raise did it have at that time, the next day, for the operators?

A It had the same as the other, the eight-cent increase.

Q Do you know when the notice was changed to 10 cents?

A No; as far as I know it wasn't changed. The notice was posted out there, but it didn't stay there but a day or two because everybody knew at the time that it was posted or very close to the time it was posted that it was incorrect as far as we were concerned and a corrected notice as far as I remember was not posted.

Q I am going to call your attention, Mr. Hubbard, to a meeting [1762] held on March 2nd, 1956, at which there occurred a discussion as to the proper way of calculating overtime, whether on a year to year basis or whether —

MR. KEENAN:

I don't think that is a proper characterization.

MR. BAUER:
I think it is.

MR. KEENAN:
Calculating — it's recorded or distributing overtime and not calculating.

Q (By Mr. Bauer) In the keeping of overtime records there was a discussion on that at that meeting, was there not?

A Yes, sir.

Q And the question arose whether accrued overtime should be kept from year to year or the total overtime as a basis for equalizing?

A That's correct.

Q Now, is that accrued overtime record used as a basis for assigning overtime to the employees in that department?

A When at all possible. If an employee can't be replaced, if he's a skilled employee like the electrician or a mechanic that does a job that no one else can do, of course, that doesn't apply. They do where possible distribute the overtime to the men with the least overtime.

Q Were you asked your views on the matter?

A Yes.

Q Had you discussed this matter with other employees?

[1763] A Yes.

Q Had you discussed it with other committee men?

A Yes.

Q Did you come to a conclusion as to what position the committee favored?

A Yes.

Q And what was that position?

A That the overtime records be kept on a yearly basis instead of an accrued basis.

Q Was that a change from the previous system?

A I don't believe it was because this was a system that had just started.

Q You mean there was no —

A It wasn't something that had been in effect for the past year's time. It was something that had been going just a short time, and that's the way that I remember it, we wanted to put it on a yearly basis for this reason, we have new men coming into the depatment and if we are keeping it on an accrued basis a new man coming in with no overtime and starts out overtime against a man with maybe six or seven hundred hours overtime there is no possibility of evening that overtime and it would require considerable bookkeeping to keep track of it. So, starting anew each year and keeping it on a yearly basis a new man coming in the department will be low one year but the second year he has a chance of keeping up with the others.

[1764] Q So far as you know no system was kept up to that time?

A No,

Q Was there anything in the Guide on that subject?

A Not that I know of.

Q Was there any company policy on the subject?

A Not that I know of. Overtime had been kept, that was a company policy. Overtime records were kept, but they hadn't been posted on the bulletin board. They was posted as a result of the request of the men.

Q And there hadn't been a system for what period of time to use as a basis for equalizing overtime, had there?

A I don't know. Overtime records had been kept and overtime — it was a company policy to distribute overtime as near as possible equally. Whether they was basing that on a yearly basis or accrued basis I don't know.

Q You stated the system had been in effect only a short time; what system were you referring to?

A I don't call it system. I am talking about the sheets on the bulletin board listing the men's overtime had been up there a short time. It wasn't something that had been there in effect for a period of years.

Q The question arose as to when using that sheet whether the yearly total should be used and then a new total used?

A Yes, it was a request that we made that it be handled that way. There had been no discussion. This sheet had went up there [1765] and when it went up it showed overtime back to a certain date, back to the beginning of the year and it was posted and there had been no discussion whether it was going to be something just handled on an accrued basis or a yearly basis, and we were asking that it be handled on a yearly basis.

Q Turning to the meeting, Mr. Hubbard, of June the 3rd, 1955, was there an inquiry by the rubber lab group as to the possibility of going back to a six-day work week?

A I remember that.

Q Do you recall the request they made?

A I remember that they requested to go back to a six-day work week, but I don't remember what was said. That was out of my department and I don't know any of the details concerning it, and I don't remember very much about it.

Q Who made the request?

A Earl New.

Q How many days were they working at that time, if you know?

A Seven, evidently seven.

Q Calling your attention to the meeting of January the 9th, 1956, was there a request made that the classification of apprentice engineer be established?

MR. HILLYER:

Excuse me, Counsel, but the meeting is on January the 6th.

MR. BAUER:

The meeting is on January the 6th; excuse me.

THE WITNESS:

Would you restate that.

[1766] Q (By Mr. Bauer) Let me show you that particular minute and call your attention to the last paragraph on Page 1 and see whether that refreshes your recollection.

A Yes, sir.

Q Was a request made for the establishment of a classification of apprentice engineer?

A No, sir.

Q Was the matter discussed?

A Yes, sir — no, it was already a classification. That was a discussion of a classification that was already open.

Q There is a statement in here, Mr. Hubbard, that reads, "The committee men were asked to get the opinion of the men as to which of the policies would be the more acceptable." Do you know what that has reference to?

A Yes, sir.

Q Would you please explain that?

A This classification had been open for some time to anyone that felt that they were ready for it, if they had the ability and education to go into that classification. To get into the classification they were to make a request to Mr. Dobbin for that classification and he was asking here for an opinion of the men as to whether or not that it might be better to change it to a bid job because this apprentice engineer classification is an hourly wage job and in our department, at least, all hourly jobs are filled by bid.

[1767] Q Did you get the opinion of the men?

A Yes.

Q Do you recall what that was?

A Yes, I recall distinctly the opinion of the group I represent was, but in the over-all picture of the three departments together I don't know their opinion.

Q Did you transmit the opinion at a subsequent meeting?

A No.

Q Did you transmit it to Mr. Dobbin?

A Yes, that was to have been reported on at the next meeting. If my memory is right Mr. Dobbin was not at the first meeting and it was to have been reported but I don't believe he was there.

Q Was it reported at a later time, an individual report made to him?

A Yes.

Q Did you make a report to him?

A Yes.

TRIAL EXAMINER:

Outside of a meeting?

THE WITNESS:

Yes, sir.

Q (By Mr. Bauer) Do you recall if the system stayed in effect or was it changed?

A It was made a bid job.

* * * *

[1773] JOHN B. MARTIN,

a witness called by and on behalf of the respondent, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER:

State your full name and address, please, sir.

THE WITNESS:

John B. Martin, Skellytown, Texas.

DIRECT EXAMINATION

Q (By Mr. Keenan) John, you work for Cabot, do you not?

A Yes, sir.

Q At what plant?

A Schafer B.

Q What kind of a plant is that?

A Channel plant.

Q What is the difference between a channel plant and a furnace plant?

TRIAL EXAMINER:

Is that Schafer B?

THE WITNESS:
Schafer B.

MR. HILLYER:
There is a Schafer A and Schafer B plant.

TRIAL EXAMINER:
How do you spell that?

MR. HILLYER:
S-c-h-a-f-e-r.

TRIAL EXAMINER:
What town is it located in?

[1774] THE WITNESS:
Skellytown.

TRIAL EXAMINER:
All right.

Q (By Mr. Keenan) I ask you, John, what the difference is between a channel plant and a furnace plant.

A A Channel plant, the way I understand it, is where they make black there and these other plants is the smokeless channel. They have furnaces and everything where we have hothouse plants.

Q Different methods of making carbon black?

A Yes.

Q John, have you been on the plant committee at Schafer B plant?

A Yes, sir.

Q How many years?

A Well, I will put it from '49 to '56.

Q Is there a union at Schafer B?
A Uh-huh.
Q How long has it been there?
A What, the union?
Q Yes.
A Oh, I don't exactly remember.
Q Has it been in all that time that you have been talking about?
A No.
Q Was it there in '49?
[1775] A Yes, I believe it was there in '49.
Q Well, in any event it's been there for several years, is that correct?
A Yes, several years.
Q John, what are the duties of the plant committee and the plant committee men at Schafer B?
A Well, our duty is safety suggestions and plant discussions, anything like that, in the plant there, anything about safety or suggestions that guys turn in.
Q What else do you discuss?
A Well, we discuss, just like working orders, you know, something in the plant.
Q Do you have regular meetings with the company?
A Yes, we generally try to have meetings about once a month. Sometimes we will skip.
Q Who attends those meetings?
A Well, the plant committee men and where we have our bull sessions with the union guys, they will attend.
Q Now, who handles the grievances at Schafer B?
A The union.

TRIAL EXAMINER:
Who is that now?

THE WITNESS:
The union does.

TRIAL EXAMINER:
Oh, the union?

THE WITNESS:
Yes.

Q (By Mr. Keenan) Your committee doesn't handle any grievances?

[1776] A No.

Q Who bargains about the wage rates and the like at your plant?

A The union.

Q Your committee does none of that?

A No.

MR. AMBRISTER:
I object to that as a leading question, now. I would just like to ask him what he does in that regard.

Q (By Mr. Keenan) Does your committee do anything other than what you have outlined they do?

A No, we have just our regular business to take care of there and the union takes care of their business.

Q Do you have anything to do with Community Chest drives; do you help take care of that?

A What do you mean by that?

Q Do you help solicit for the Community Chest and the United Fund?

A Yes.

Q You do that?

A Yes.

Q You mentioned safety, how do you handle your safety?

A Well, we have plant inspections there and we caution guys or if we see anything, you know, we think ain't safe, why, we'll bring that up or just anything around the plant that we don't think is safe or anything we will discuss that, bring it up and [1777] talk about it.

Q Are regular safety inspections made?

A Yes.

Q Who makes those safety inspections?

A Let's see, once a month Meador used to make them.

Q Who is he?

A Over here in the Hughes Building, just S. J. Meador.

Q He has something to do with safety?

A Yes.

Q And he comes from the home office?

A Yes.

Q All right, now, you say he used to come around?

A Yes.

Q And what happened?

A Well, he goes all through the plant, checks anything like loose wires or guards, or anything like that, tools, just anything they think ain't safe.

Q Do the employees ever make safety inspections?

A Yes.

Q Do they make regular safety inspections?

A Yes, we go around; two guys will go around and make inspections and whatever we find wrong or see ain't, you know, safe we turn it in and like if the two of us goes around there will be one guy that will drop out, like if I go around another guy will take my place and the last guy will drop out.

[1778] Q Until everybody in the plant has had an opportunity to make a safety inspection?

A Yes.

Q Who designates who shall take another fellow's place?

A The plant committee man appoints the safety inspector.

Q The plant committee man?

A Yes, like when we get ready to have one and I have made my round the next guy with me, why, we will pick a guy to go with him.

MR. KEENAN:

That's all, John.

CROSS EXAMINATION

Q (By Mr. Ambrister) Mr. Martin, did you say there was a union in Schafer B?

A Yes, sir.

Q Are you a member of the union committee?

A I am a worker's committee man; I ain't — I don't belong to the union — what I am, I belong to the union all right —.

Q But you are not a member of the union committee?

A No.

TRIAL EXAMINER:

Are you a member of the union?

THE WITNESS:

Yes.

TRIAL EXAMINER:

You are a member of the union?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

All right.

Q (By Mr. Ambrister) When you spoke of the duties of your [1779] employee committee were you speaking of the committee at your plant only?

A I was talking just of our committee men only of our plant.

Q Mr. Martin, if an employee would come to you with a gripe or complaint and would ask you to process that on the workman's committee side or the employees' committee side would you go ahead and do that?

MR. KEENAN:

Objected to as hypothetical. Let's find out what he does do.

MR. AMBRISTER:

Mr. Examiner, that is the identical type of question that Mr. Keenan asked on direct examination.

MR. KEENAN:

I asked him what his duties were.

TRIAL EXAMINER:

I think it bears out whether or not he considers that one of his duties. I think that is a legitimate question. Go ahead.

THE WITNESS:

What do you mean, go ahead and answer that question?

Q (By Mr. Ambrister) Yes.

A Well, I would let the union handle it.

Q But you could handle it if you wanted to?

MR. KEENAN:

Objected to. He didn't say that at all.

TRIAL EXAMINER:

Well, let's let the witness say. The question is if a man came to you and asked you to process a formal grievance for him with the company would you do it? You said you would let the union do it. If he insisted on your [1780] doing it as a member of the employee committee would you do it?

THE WITNESS:

No.

Q (By Mr. Ambrister) Why not, Mr. Martin?

A Well, I figure that's the union's duty to take that up.

Q Upon what do you base that feeling?

A Well, I just think that it's their place to do it.

Q But you could do it if you wanted to?

MR. KEENAN:

Objected to, Mr. Examiner. He did not say anything like that at all.

TRIAL EXAMINER:

Well, it's not a question of whether he could if he wanted to. He says he would refuse to do it because that's not his function.

MR. AMBRISTER:
No, Your Honor, he did not say that.

TRIAL EXAMINER:
All right, what did he say?

MR. AMBRISTER:
He said he would refer it to the union.

MR. KEENAN:
You are trying to testify, Mr. Ambrister, and quit trying to.

TRIAL EXAMINER:
The Trial Examiner, wishes to withdraw any effort of what this witness said. Let the witness go over the thing again and explain exactly what function his committee has with regard to grievances. Go ahead now and explain it.

THE WITNESS:
Well, I just said if he comes to me that I would send him to the union and let them take it and thrash it out.

Q (By Mr. Ambrister) You would let them take it, is that [1781] right?

A Yes, sir.

MR. AMBRISTER:
That's all.

MR. KEENAN:
Has the union ever objected to having a plant committee as well as union committee at the Schafer B. plant?

THE WITNESS:
No.

MR. KEENAN:
That's all.

MR. AMBRISTER:
That's all, Mr. Martin.

TRIAL EXAMINER:
Wait just a minute, Mr. Martin. Let me ask you something.

What functions does the union handle with regard to employees at this plant?

THE WITNESS:
Well, they handle all the business like going in on contracts and all the trouble that would come up out at the plant, well, they will take care of that.

TRIAL EXAMINER:
Like on raises there, anything, why, that's their business to take care of it and what does this employee committee handle?

THE WITNESS:
Well, we take care of safety and stuff like that in our own plant there.

TRIAL EXAMINER:
Well, what do you mean by other things like that; I don't know what you mean. Name the different things.

THE WITNESS:

Well, we have safety suggestion plans out there, like if some guy turns in a suggestion out there we will [1782] sit in on it and if we think it's worthwhile we will pass on it, and then we have our inspections out there.

TRIAL EXAMINER:

Do you have anything to do with straightening out questions about a man's vacation?

THE WITNESS:

Well, sometimes if we are having a bull session or something, if a man got a vacation we will all talk on that.

TRIAL EXAMINER:

Do you ever discuss a man's job classification?

THE WITNESS:

No, sir, the union does that.

TRIAL EXAMINER:

Well, I am asking you if the committee ever discusses it.

THE WITNESS:

No, sir.

TRIAL EXAMINER:

How do you determine what matters are for the committee to handle with management and what matters are for the union to handle; how do you determine that? Have you had any agreement with the union about it?

THE WITNESS:
Oh, no.

TRIAL EXAMINER:
How do you determine it?

THE WITNESS:
I have never had that with them.

TRIAL EXAMINER:
You have never had occasion to determine it?

THE WITNESS:
No, as long as I have been out there I have never had a matter to come up to take up with the superintendent or nothing.

[1783] MR. AMBRISTER:
I have one question; are you finished?

TRIAL EXAMINER:
All right.

Q (By Mr. Ambrister) Did you say that sometimes the union committee meets jointly with your employee committee with management?

A We sit down in on meetings together with our company.

Q Do you meet jointly with management with the union committee?

MR. KEENAN:
Mr. Best, the witness has already answered him when he

asked the witness do you meet jointly and he said yes we meet jointly. Does he want the witness to say "Yes" again?

TRIAL EXAMINER:

He clarified the latter part with management.

MR. AMBRISTER:

And also I asked the question, Your Honor, what employee committee met jointly with the management, and the witness replied, "Sometimes the employee committee sits in with management when the union committee meets," and my question was only directed to clarify whether they—

MR. KEENAN:

I withdraw the objection as taking too long. I just don't like counsel insisting on using his own words. Let the witness use his own words.

TRIAL EXAMINER:

On what occasion does the employee committee or union committee meet together in company with management officials or not?

THE WITNESS:

Well, we meet like a plant inspection, we will [1784] meet and talk over the problems that happened there in the plant, the union and the plant committee.

TRIAL EXAMINER:

Well, then, when do you meet with representatives of management together?

THE WITNESS:
Well, I don't know; what do you mean by that?

TRIAL EXAMINER:
With the plant superintendent or with the foreman, or when do you meet?

THE WITNESS:
The foremen are there when we have our meetings.

TRIAL EXAMINER:
They are always with some management?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
But outside of the time that you and the union committee with management representatives met together do you have any separate meetings with just the union people to discuss things?

THE WITNESS:
No.

TRIAL EXAMINER:
All right.

MR. AMBRISTER:
One more question here.

Q (By Mr. Ambrister) Mr. Martin, when your employee committee meets with management jointly with the union committee are you as an employee committee man

ever restricted in discussing any matters that come up in the meetings with management?

A Well, what do you mean, like we would talk on a subject, you mean am I supposed to —

[1785] Q Do you feel restricted in any way from participating in that meeting?

A No, when we have our meetings I am free to talk on anything that concerns the plant there, if that's what you mean.

MR. AMBRISTER:

That's all.

TRIAL EXAMINER:

Are all the employee committee men members of the union?

THE WITNESS:

Let's see. Yes, sir.

TRIAL EXAMINER:

How many committee men are there?

THE WITNESS:

There is just two of us.

TRIAL EXAMINER:

Do either one of you belong to the union committee?

THE WITNESS:

No, we don't belong to the union committee. What I said a while ago I am a union member.

TRIAL EXAMINER:

That's a separate question now. Both of you are members of the union, right?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

But are either one of you members of the union committee?

THE WITNESS:

No.

REDIRECT EXAMINATION

Q (By Mr. Keenan) John, in answer to one of Mr. Ambrister's questions you said you occasionally meet with the union committee and the plant superintendents. Is it not a fact that every meeting you have had has been with the union?

[1786] A Yes, the union and superintendents, we meet together at our plant.

Q On all occasions?

A Yes, sir.

Q About how often a year do you meet?

A We are supposed to meet about once a month, and maybe there will be a time skipped in there. I would say over half the time.

Q And when you said in answer to one of Mr. Ambrister's questions when you were asked whether or not you were restricted from talking in those meetings, and I now

ask you what business does the plant committee handle in those meetings?

MR. AMBRISTER:

Now, Your Honor, I submit he has already answered the question of what is discussed and he has testified he is not limited in his discussion there, and now Mr. Keenan is trying to impeach his own witness.

TRIAL EXAMINER:

I don't think he is trying to impeach him. He is asking what function the plant committee and employee committee exercises in the joint meetings, what part they play in it.

MR. KEENAN:

Yes. I think the record has gotten a little bit confused at the moment.

TRIAL EXAMINER:

I would like to know myself how the three separate entities operate there; how does management operate and how the union committee and employee committee operates, how they [1787] get along together and what they do.

Q (By Mr. Keenan) All right, now, let me put it this way. During those meetings what subjects do you concern yourself with?

A Well, like if we have suggestions that have been turned in into the suggestion box, why, we will talk on that and also safety. That's brought up and we talk on safety.

Q What subjects does the union committee men generally talk about?

A Well, if a subject is brought up there like a raise or anything like that, why, they talk on that.

Q And I assume management will answer either of you, is that correct?

A Yes.

MR. KEENAN:

That's all.

RECROSS EXAMINATION

Q (By Mr. Ambrister) Now, Mr. Martin, on that same line of discussion, when any matters are brought up either by the union committee or plant committee do you as a plant committee man in the meetings with management feel free to participate in a discussion on any matter that is raised in those meetings?

A Well, if the union doesn't concern the plant committee man, well, I don't say.

TRIAL EXAMINER:

Why doesn't it concern the plant committee if you are both members of the union; when would it concern you [1788] and when wouldn't it?

THE WITNESS:

They differ. They take care of the contracts and raises and stuff like that and I represent our plant out there and so I don't —

TRIAL EXAMINER:

Well, who is the plant committee representing if anyone does represent anybody?

THE WITNESS:
Our men at Schafer B plant.

TRIAL EXAMINER:
You represent the men at Schafer B plant?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
And the union represents the men at Schafer B plant?

THE WITNESS:
Well, what they do, like on a raise or anything going through a contract they take care of all that and I take care of the rest of it, like anything that's at Schafer B like safety, most anything that happens right there in our plant among the men.

TRIAL EXAMINER:
Well, if you are in a committee where both committees are present and management is present and you are talking about various things, how do you draw the line as to whether you are going to have anything to say about it or not if you are a member of the union and also a member of the plant committee?

THE WITNESS:
If they have got something that concerns their business I let them take care of it. I don't say anything.

TRIAL EXAMINER:

Isn't the union business your business, too, [1789] as a union member?

THE WITNESS:

No, I am a plant committee.

TRIAL EXAMINER:

You are a member of the union, aren't you?

THE WITNESS:

I belong to the union there. I don't belong to what they belong there like they are supposed to represent.

TRIAL EXAMINER:

You attend union meetings?

THE WITNESS:

I do.

TRIAL EXAMINER:

You vote in the union meetings?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

All right. Has there ever been any conflict or dispute of any kind between your committee and the union committee?

THE WITNESS:

No, sir.

TRIAL EXAMINER:
No friction at all?

THE WITNESS:
Not that I can recall.

TRIAL EXAMINER:
Anything else?

MR. AMBRISTER:
Well, I have one more question.

Q (By Mr. Ambrister) Mr. Martin, when any gripe or grievance is discussed in the joint meeting there with management do you feel free as a plant committee man to enter into such discussion?

A Well, that would depend on what that gripe was on.

MR. AMBRISTER:
That's all.

MR. KEENAN:
Would you if the discussion was on safety, would you feel free to discuss it?

[1790] THE WITNESS:
Yes, sir.

MR. KEENAN:
If it was on wage rates would you feel free to discuss it?

THE WITNESS:
No, sir.

MR. KEENAN:
That's all.

MR. AMBRISTER:
That's all.

TRIAL EXAMINER:
All right, you may come down.

(Witness excused.)

MR. KEENAN:
Mr. Examiner, give me about two minutes before my next witness. I think I can speed it up some.

TRIAL EXAMINER:
All right, we will take a two-minute recess.

(Short recess.)

TRIAL EXAMINER:
All right, we will be on the record.

EARL JAMES NEW,
a witness called by and on behalf of the respondent, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER:
Give us your full name and address.

THE WITNESS:
Earl James New, Star Route, 3, Pampa, Texas.

Q (By Mr. Keenan) What plant do you work for, Mr. New?

A I work for R & D.

Q That's Mills research and development?

A Yes, sir.

Q Are you on the plant committee at this time?

[1791] A No, sir.

Q Have you been on the plant committee?

A Yes, sir.

Q On what occasions, what years?

A Well, I was — it was either '51 or '52, then I was on again in '53 and '55 and part of '56.

Q In other words, you were on the committee in '56 until a new committee was elected or did you resign from the committee?

A Well, I changed jobs and in changing jobs I went to another department so the alternate took over as committee man.

Q I see. Now, I am going to go over a series of minutes with you that are already in evidence and to save time, Mr. New, I am going to show you a minute identified and point to a paragraph and then ask you to explain what that refers to, and the first minute I show you is that of 12-2-55, and I point to the third paragraph beginning with the words "Earl New." Would you look that over?

A Yes, sir.

MR. KEENAN:

That's part of GC-24.

Q (By Mr. Keenan) When you have read it let me know.

Now, will you just tell me what that's all about, by that coming in early?

A The company sometimes asked a man to come in early, that is, at 6:00 o'clock. They never did ask them to come in before 6:00 a. m. in the morning because of heavy work load, and the men [1792] sometimes a man would want to come in early on his own accord to take a weekend trip or take care of personal business in the afternoon downtown, so the men just brought it to me and wondered if I would bring it up.

Q Had any individual been denied this permission to come in early?

MR. BAUER:

Objection, unless he knows. He may not be in position to know.

Q (By Mr. Keenan) Had any individual reported to you he had been denied permission to come to work early?

A I do believe there was one.

Q And is that what occasioned this discussion?

A That probably started it off.

Q All right, now, what was the conclusion of this?

TRIAL EXAMINER:

What was the discussion, first?

MR. KEENAN:

I am sorry. I thought we had gone into that.

Q (By Mr. Keenan) What did you bring up with the company?

A Well, I just brought up that the men — now, this was the majority of the men I represented, in fact it was every

one of them, they all decided they would like to have this privilege. In other words, they —

TRIAL EXAMINER:
Explain what privilege they wanted.

THE WITNESS:
They wanted to come out at 6:00 o'clock in the morning when they had business in town, say, in the afternoon.

[1793] TRIAL EXAMINER:
They wanted to come out early and get off at a corresponding time in the afternoon?

THE WITNESS:
Yes, sir, if they come in at 6:00 they would get off at 2:30 in the afternoon instead of coming in at 8:00 and getting off at 4:30.

TRIAL EXAMINER:
Just put in eight hours?

THE WITNESS:
Yes, sir. However, when the company had us come out early we got two hours overtime. We went ahead and worked until 4:00 o'clock.

Q (By Mr. Keenan) You are not trying to suggest a general change of hours?

A No, sir.

MR. BAUER:
Objection.

TRIAL EXAMINER:

He said they were asking that privilege, the individual men, to come out as they desired to work early; is that what you meant?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

If a man wanted to come out and put in his time early he would be allowed to do that and would get off at a corresponding time in the afternoon.

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

Did that apply to the individual or entire group at the time?

THE WITNESS:

Just the individual.

TRIAL EXAMINER:

Individual, all right.

[1794] Q (By Mr. Keenan) And what was the result of this discussion?

A The result was that it was granted. We had that privilege.

TRIAL EXAMINER:

The company granted you the privilege?

THE WITNESS:

Yes, sir.

Q (By Mr. Keenan) Under what circumstances?

A That it would not be abused, and by that I mean a man wouldn't want to do it five days a week. He wouldn't want to take it upon himself to change his hours, so as to speak. It was to be used more or less in kind of an emergency.

Q And you say the company had been calling men out early on occasions, is that correct?

A Yes, sir.

Q Now, I refer you to the minute of May 10th, 1955, also part of GC-24, and refer you to a paragarph on the last page thereof which reads as follows: "Earl was asked to take a poll of the rubber lab group to see how many wanted to come to work early on weekends."

Let me ask you what that was all about.

A That was shortly after the lab started working. They kept the lab open seven days a week, on Saturday and Sunday, you might say, they worked a skeleton crew. In fact, there was three men. Since the work is already there the men wondered why they couldn't come out at 7:00 o'clock in the morning and work their eight hours instead of at 8:00 just in order to get off an hour early in the evening.

[1795] Q And what is the significance of that phrase in the minutes, "Earl was asked to take a poll of the men in the rubber lab?"

A Well, I polled the men to see if they were in agreement with this coming to work early.

Q Who was that in the meeting that asked you to take a poll?

A Al Cobbe.

Q Who is Al Cobbe?

A At that time Al Cobbe was a supervisor over the lab.

Q Now, in the minute of February 14, 1955, also in the record, on record, there is this paragraph, "Pinkie Powell and Al Cobbe are working on a new schedule to break up the split days off in the rubber laboratory." Who is Pinkie Powell?

A Pinkie Powell is the foreman.

Q And Al you said was the superintendent of the rubber lab?

A He was the supervisor, yes, sir.

Q Also in that paragraph they said, "More will be done on this after Dave Redus returns from his vacation." Who was Dave Redus?

A February 14?

Q Yes, 1955.

A He could have been working foreman. Just about that time he was promoted to working foreman.

Q I refer you to the minute of July 8th, 1955, also part of GC-24, and ask you to read the second to the last paragraph on that page. Read that over and then will you tell me what that [1796] was all about?

TRIAL EXAMINER:

Let me see it.

A This paragraph right here?

Q (By Mr. Keenan) Go ahead.

A Let me think just a minute. I forgot what I read.

Q Would you like to read it again?

A Yes, sir.

TRIAL EXAMINER:

Counsel is referring to the last to the last paragraph which has reference to topics for discussion at the meeting.

Q (By Mr. Keenan) Do you remember that?

A Yes, sir, I remember that. We had a supervisor by the name of Johnny Campbell. When Johnny was supervisor of the lab he just called us together at least once a month and we just had a little meeting, talking over mostly our work, what we had done and what we probably will do in the future, maybe some special problem we had coming up, and also I guess you would say kind of a bull session also about it. Well, when Johnny left the company we got Al Cobbe who became our supervisor and Al didn't — he didn't have these meetings. He didn't conduct them, and the men there in the lab enjoyed those meetings and they just wondered why we couldn't go back as Johnny did and have a meeting similar to that once in a while.

So, Al decided that it was a good idea but instead of going up to a little meeting a month ourselves with nothing to [1797] talk about at all he decided that we should have a topic to discuss or for the company to discuss with us, so Al wanted the men just to pick out a topic they would like to have discussed at this meeting, and that is the topic they chose.

Q The one on merit increases?

A Yes, sir. One reason it was merit increases was because production plants have a merit sheet and the boys in the lab didn't think that sheet quite pertained to them because our work is so different from their type of work.

TRIAL EXAMINER:

Did you have a discussion about merit increases?

THE WITNESS:

No, sir, it wasn't really a discussion.

Q (By Mr. Keenan) The meeting, what the Trial Examiner means, Earl, did you have that meeting called by Al Cobbe referred to in the minutes?

A Yes, sir, we had the meeting.

Q Did anybody talk to you about the merit program?

A As well as I remember they did. It was from the Guide. I know they had the Guide, the company Guide at the meeting.

Q And the merit rating procedures were explained to you, is that correct?

A Yes, sir.

Q Now, the meeting that Al Cobbe had, who attended this meeting that you later had after the committee meeting to discuss merit increases?

[1798] A Who attended?

Q Yes, not by name, what people?

A The personnel in the rubber lab and the supervisor.

TRIAL EXAMINER:

All employees and all supervisors?

THE WITNESS:

Yes, sir, of the rubber lab, just members of the rubber lab.

Q (By Mr. Keenan) I show you a minute of June the 3rd, 1953, and ask you to read the fourth paragraph starting with the words, "The rubber lab —"

MR. BAUER:

That is '55, Dick.

Q (By Mr. Keenan) Excuse me, June the 3rd, 1955, also a part of GC-24.

All right, will you tell me what that's about sir?

A As I said a while ago, the rubber lab was working seven days a week, that is, it was open seven days a week and on Sundays sometimes there isn't too much to do so the men wondered why we couldn't go to a six-day work week and that would be giving them part Saturday and Sunday off one week and a Sunday and Monday the next. Well, Al Cobbe would liked to have done it, but in the rubber lab you never know what's going to happen next, whether you are going to get a big load of samples to do, and he brought out this ASTM — that's American Society for Testing of Materials — a society trying to get all rubber labs throughout the country to use the same formula in testing their black so when they get the results they will more or less all [1799] coincide and the rubber companies could tell more about the results without testing on the formula system and process used in testing, and if the ASTM worked out a suitable formula for all rubber labs throughout the country when we went to that particular formula it could be that they could cut back to a six-day work week, however, as yet they have received nothing from ASTM.

Q Why is it that the laboratory has to work all through the week?

A Seven days a week?

Q Yes.

A Well, at the present time the lab is open 16 hours a day, five days a week, and then eight hours on Saturday, eight hours on Sunday. Previous to that we were just open

eight hours a day five days a week, but they were working quite a bit overtime and that's the reason we went to the longer shift, and they hired two additional men, so the reason for it was because we went to a new process of mixing which took about twice as long mixing a batch and that is the reason we went to a longer operation per day and seven days a week.

Q Now, without changing the process and without lighening the work load, is there any way in which seven days can be avoided?

MR. BAUER:

Objection.

Q (By Mr. Keenan) Would you answer the question? [1800] A No, sir.

MR. BAUER:

I have an objection pending.

TRIAL EXAMINER:

Well, the witness knows of his own knowledge and he can answer.

MR. BAUER:

I just wanted that to be clear that he knows that of his own knowledge.

TRIAL EXAMINER:

You know that of your own knowledge?

THE WITNESS:

Yes, sir, I know that of my own knowledge.

Q (By Mr. Keenan) Now, Earl, in evidence there are

some minutes and there is testimony relative to an overtime distribution record kept for the pilot plant operators. When you were in the rubber lab was such a record kept for the rubber lab employees?

A Yes, sir.

Q Was it kept in that manner before the record was established for the pilot plant operators?

A Yes, sir.

Q For how long before the record was kept for the pilot plant operators was this record kept for the rubber lab, to your knowledge?

A I would say at least a year.

Q And what was the nature of this record?

A This record kept track of all overtime each man in the lab worked. Well, for instance, say, a man worked eight hours overtime he was credited with eight hours and, say, the next week he [1801] worked eight more, there would be 16 beside his name, just kept going on and on. We tried to keep it within 10 percent, I mean, no man would ever have 10 percent more than anyone else.

TRIAL EXAMINER:

Of overtime?

THE WITNESS:

Yes, sir, of overtime. In other words, if any overtime came up the man — they didn't have to go ask so and so to work, but the man automatically knew who was to work so the man on the low list got it.

Q (By Mr. Keenan) And now, Earl, was this record posted?

A Yes, sir, it was available at all times for any employee to look at.

TRIAL EXAMINER:

Where was it posted?

THE WITNESS:

It wasn't exactly posted. It was in a drawer in a desk but they had access to it at any time. It was in a tablet, just like an accounting record.

TRIAL EXAMINER:

Who kept the record?

THE WITNESS:

Dave Redus, Mr. Dave Redus.

Q (By Mr. Keenan) He was the working foreman?

A Yes.

Q Now, there was testimony yesterday, Earl, about a pilot operator getting pretty black; what is that all about?

A You mean a pilot plant operator?

Q Yes.

A Well, in his work he just gets carbon black all over him. It's a dirty job.

[1802] MR. KEENAN:

I am going to lead here, Mr. Ambrister.

Q (By Mr. Keenan) Would it be proper to say that sometimes carbon black operators look like black face comedians?

A Yes, sir.

Q Mr. New, do your lab operators get as dirty as carbon black plant operators?

A No.

Q And your hands are not too dirty to go in a drawer?

A No, sir. We had a cream that we kept on our hands and

all you had to do was wet them and the black left. We couldn't get our hands too dirty because we have figures to write down after every batch. We keep a record of the temperature — we did keep a record of temperature, and the number of your sample on a piece of paper, and also the weight, the weight of the batch.

Q I show the minutes of April 13, 1956, also a part of General Counsel's Exhibit 24, and ask you to look at the second subparagraph of the numbered Paragraph 2 and tell me what that's all about?

A It seemed that in the lab maybe on Wednesdays and Thursdays we didn't have too full a day but then every Friday we would have more samples than we could really take care of. Well, these samples on Saturdays have to be remilled. Well, let's just say there were 30 of them, which there usually was. It takes five minutes apiece to remill them. You have to wait one hour [1803] before you can put them on to cure them. There is two cures to each sample, a 60-minute cure and a 20-minute cure which is 80 minutes. Well, the curing man, which we were only supposed to be out there eight hours on Saturday, he couldn't get through. He would have to work a little overtime to finish up and usually a man likes to get off at his regular time on Saturday, so we wondered why those samples couldn't be scheduled to get in on a Thursday instead of Friday, making the heavy load on Thursday and have a lighter weekend. That was —

Q Now, Mr. New, there has been a great deal of testimony relative to the meeting of September the 29th, 1955, at which a ten-cent wage increase played a part.

MR. BAUER:

Now —

MR. KEENAN:

Just take it easy, Joe.

Q (By Mr. Keenan) Would you tell us about that meeting, what you remember of it and what occurred there?

A I will do my best.

TRIAL EXAMINER:

You recognize the meeting, now, that he is talking about?

THE WITNESS:

Yes, sir, I definitely recognize the meeting.

TRIAL EXAMINER:

All right.

THE WITNESS:

That meeting was called about 1:30 on September the 29th.

TRIAL EXAMINER:

Who called it?

THE WITNESS:

Mr. Art Dobbin. I can't remember who told me, [1804] but it was either J. C. Scott or Dick Hendricks. I believe they just came by and told me there was a special meeting. I remember at the first of the meeting Mr. Bob Boyd wrote some rates of the production plant, that is, the Pampa plant operators, and the pilot plant operators on the board. He started out if a new operator went to work he started at their rate and graduated it up through the top bonus bracket. I don't remember exactly when Mr. Art Dobbin came in, but it was along the first part of the meeting. He came in

and put some additional figures on the board, giving, I believe it was giving, the pilot plant operators. He put a comparison as to an eight-cent raise and a ten-cent raise. I believe, first before he did that he announced a ten-cent raise.

TRIAL EXAMINER:
For whom?

THE WITNESS:
For the pilot plant operators, keeping their differential, their tour, working their tour differential.

Then, this comparison was put on the board, that is, the figures and also he wrote some advantages and disadvantages of the pilot plant operators and the Pampa plant operators, for instance, he made a comparison of the Pampa plant operators. They work around the clock, operate 24 hours a day.

TRIAL EXAMINER:
What do you mean by Pampa plant operators and pilot plant operators; are they separate plants?

THE WITNESS:
Yes, sir. The Pampa plant operator is a production plant. All the carbon black they make is sold on the [1805] market. The pilot plant operators is a research trying to find better methods of making carbon black, better processes, so our pilot plant operators, their normal work schedule is from 2:00 in the morning — I mean 6:00 in the morning until 2:00 in the afternoon, and from 2:00 in the afternoon until 10:00 at night. Therefore, they don't work around the clock, but they do work those two shifts.

Art got that as an advantage of being a pilot plant operator over a Pampa plant operator, but one advantage the Pampa plant operators had was they did get a longer time off when they went from one tour to the next. I don't know just exactly which one, but they get four days off and our operators, they just get Saturday and Sunday off.

Now, after that information was given Art asked would the operators be satisfied with the ten cents and keeping the differential, and Mr. Rubbard said, "Yes, he thought they would," and I was asked what would the men there in the rubber lab, how would they feel, and I remember after the meeting was over going back and asking one of the men, telling one of the men that the operators got a ten-cent raise where we got an eight-cent raise and just what did he think about it, and he thought, I believe he said, "More power to them, the more they get paid the better."

Let's see —

Q (By Mr. Keenan.) Was Scott also asked a similar question?

A Yes, sir.

[1806] Q He's the other committeeman?

A Yes, sir, he represented the mechanics and utility men.

TRIAL EXAMINER.

Well, is this pilot plant and the lab and the mechanics all in the R & D plant?

THE WITNESS

Yes, sir.

TRIAL EXAMINER:

This all concerned different groups in the R & D plant?

THE WITNESS:

Yes, sir, at that time I represented the rubber lab.

TRIAL EXAMINER:

It is not clear to me what the pilot plant is and what the Pampa plant is you referred to.

THE WITNESS:

Well, sir, the Pampa plant is just a regular production plant.

TRIAL EXAMINER:

Is that a part of the R & D plant?

THE WITNESS:

No, sir, it's — oh, I guess about a mile and a half over there by the road, but it's just a regular production plant the same as Canal is in Louisiana or Dixon plant at Big Spring.

TRIAL EXAMINER:

Did this meeting include committee men from over at that plant as well as yours?

THE WITNESS:

No, sir.

TRIAL EXAMINER:

You were just comparing your increases among yourself with the Pampa plant operators?

THE WITNESS:

Yes, sir, that goes back quite a ways. It's before my time in the department — well, first I will say the [1807] Pampa plant operators were given a 12-cent raise and our operators were given an eight-cent raise, and that's why their rates were used in the meeting.

Q (By Mr. Keenan) I don't believe you testified as to what answer you gave Mr. Dobbin when he asked you that question about whether the rubber lab boys would object to the ten-cent raise; what answer did you give him?

A I told him I was sure they would not object.

Q Do you remember whether Scott gave any answer?

A He gave quite a similar answer.

Q Now, referring back to this part of the meeting when Mr. Dobbin came in and made an announcement. Did he mention having talked to anyone?

A Yes, sir, he mentioned talking to Reno Stinson.

Q Can you recall anything of what he said his conversation with Mr. Stinson consisted of?

A Well, first —

MR. BAUER:

Mr. Examiner, may I have the same objection I had yesterday?

TRIAL EXAMINER:

Yes, you may have the same objection. Go ahead.

THE WITNESS:

May I answer that question?

TRIAL EXAMINER:

Yes, what did Mr. Dobbin say.

THE WITNESS:

Mr. Dobbin first apologized. I don't know his exact wording, but it was — the pilot plant operators had been [1808] overlooked in this raise that had been given by the company, so he apologized for the oversight and he and Mr. Stinson had gotten together and decided on the ten cents in which he announced they were going to get. Well, in fact they got it, that's what they got, was ten cents, and they got to keep their working differential.

* * * *

CROSS EXAMINATION

* * * *

[1812] Q Now, calling your attention, Earl, to the meeting held on December 2nd, 1955, in which you discussed whether the men could be granted the privilege of coming in early usually on a weekend, I believe; do you recall you gave testimony on that matter?

TRIAL EXAMINER:

Speak out.

THE WITNESS:

Yes, sir, I remember.

Q (By Mr. Bauer) You had been requested by some of your men to bring that up at the meeting, had you not?

A Yes, sir.

Q Was there anything in the company Guide to dispose of that [1813] problem?

A I wouldn't know.

Q Was the Guide referred to during that meeting?

A I don't remember.

Q Do you know of any company policy on that point?

A No, I don't know exactly what the company policy is on that. Is that where they —

Q That is where you —

A Is that the meeting that was —

Q That is where you —

MR. KEENAN:

I suggest the witness be allowed to refresh his recollection from the minutes.

MR. BAUER:

All right.

Q (By Mr. Bauer) Look at this, Earl, and refresh your recollection on that meeting.

MR. BAUER:

I have just shown the witness the minute for the meeting held on December the 2nd, 1955.

THE WITNESS:

I was just thinking there was one.

Q (By Mr. Bauer) Speak up, Earl.

A I wanted to see what I know about this.

Q This is the meeting I was directing your attention to. I am going to ask you the question I asked you again so we will be sure we are talking about the same meeting.

A All right, sir.

Q Now, that was the meeting, Earl, where you asked whether on [1814] emergency occasions or on certain occasions maybe when a man would want to go away on a

weekend an employee could have the privilege of coming to work early.

A Yes, sir.

Q Had any employee asked you to raise this matter at the committee meeting?

A Yes, sir.

Q Now, to your knowledge there was no company policy on that particular point, was there?

A There may have been company policy on it, but we didn't check it.

Q To your knowledge at that time?

A No, sir, at that time we didn't check it.

Q Was any reference made to the Guide during that meeting?

A I can't recall. I can't recall that the Guide was consulted.

Q Was any call made to Mr. Stinson during that meeting?

A On that —

Q On that point?

A No, sir.

Q Now, I am going to call your attention, Earl, to the meeting held on May the 10th, 1955, and the reference in the minute to your being requested to take a poll of the rubber lab group to see how many wanted to work early on weekends. Is that matter fresh in your mind?

A Yes, sir.

[1815] Q Were you asked to bring that matter up at the committee meeting?

A Yes, sir, I was asked.

Q By whom?

A I couldn't name the particular fellow, but there was three or four of them that asked me to bring it up.

Q These were employees in the rubber lab?

A Yes, sir, they are employees in the rubber lab.

Q Do you know of your own knowledge whether there is any company policy on that point?

A No, sir, I wouldn't know.

Q While that point was discussed was any reference made to the company guide?

A No, sir.

Q Was any call made to Mr. Reno Stinson?

A No, sir.

* * * *

[1817] Q I call your attention, Earl, to the meeting of April the 13th, 1956, at which you raised the problem that the curing man could not get through on Friday.

A Saturdays.

Q Was it Saturday?

A Yes, sir.

Q Had you been requested to call this to the attention of the committee meeting by the curing men?

A Yes, sir. You see there is five.

Q Five of them?

A Six men, I believe. They rotate, do a different job every week.

Q And had you been asked to raise this point?

A Yes, sir.

* * * *

[1820] ROBERT SPENCE BOYD,

[1821] a witness called by and on behalf of the respondent, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER:

Give us your full name and address.

THE WITNESS:

Robert Spence Boyd, 616 North Powell Street, Pampa, Texas.

DIRECT EXAMINATION

Q (By Mr. Hillyer) Mr. Boyd, by whom are you employed?

A Cabot Carbon Company.

Q How long have you worked for Cabot Carbon Company?

A I have been employed by them since 1950. That's approximately five and a half years.

Q At what plant are you now employed?

A I am employed at the Pampa plant, outside of Pampa.

Q Were you ever employed at the R & D plant?

A Yes, sir.

Q When did you leave the R & D plant?

A I left the R & D plant approximately the 1st of March.

Q Were you employed at the R & D plant during the month of September 1955?

A Yes, sir.

Q What was your position?

A I was a group leader in charge of furnace pilot plant development.

Q As such group leader did you have supervision over hourly employees as well as engineering employees?
[1822] A Yes, sir.

TRIAL EXAMINER:
Is this man a supervisor?

MR. HILLYER:
Yes, sir.

Q (By Mr. Hillyer) Do you recall an option that was submitted to the employees at the R & D plant by way of an election on certain wage and other benefits during the month of September 1955?

A Yes, sir.

TRIAL EXAMINER:
What is your position now at the Pampa plant?

THE WITNESS:
I am the plant engineer.

Q (By Mr. Hillyer) Shortly after that option was voted on did you have any conversation with Mr. Bryce Hubbard?

A After the ballot, is that what you are referring to?

Q Let me clarify my question. Do you recall that there was — do you recall whether or not there was a meeting on September the 29th at which meeting the subject of a wage increase came up?

A Yes, sir.

Q Did you have any conversation with Mr. Bryce Hubbard shortly prior to that meeting?

A Yes, sir.

Q Will you tell us what happened in regard thereto?

A Just before the meeting was to take place, I think at 1:30 —

Q I beg your pardon. Let me clarify that. Would you please [1823] start off from the beginning of your conversation with Bryce Hubbard?

A Yes, sir. Early that morning sometime, I think approximately 9:00 to 10:00, Bryce Hubbard called me on the phone and said that he had heard that the production furnace plant operators were going to get a twelve-cent increase and that the pilot plant operators were only going to get an eight-cent increase and he asked me — let's see — he asked whether I would check into it or not.

TRIAL EXAMINER:

These men that were going to get the twelve-cent increase, were they at the Pampa plant?

THE WITNESS:

No, I think in most of the production plant, at the furnace plant.

TRIAL EXAMINER:

Including the Pampa plant?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

And the men that were going to get the eight-cent increase were at the R & D plant?

THE WITNESS:

That's right, and I believe all the other employees other than the operators at the furnace plant.

Q (By Mr. Hillyer) How about the channel plants?

A Channel plants were going to get eight cents.

Q What did you do then?

A I immediately called Art Dobbin and told him that Bryce Hubbard had called me regarding a twelve-cent increase that the furnace plant production operators were going to get and I told [1824] him that Bryce was rather perturbed about it, and as well as I remember Art Dobbin was very perturbed about it at the time and he said he would call Reno and check into it.

Q Did he later call you back?

A Yes, he later called me back, I think approximately between 11:00 and 12:00 that morning and said that he had talked with Reno and that he had gotten things straightened out.

He also gave me some figures over the phone that showed that the pilot plant operators would get an increase in wages equivalent to the — or the top bracket of the pilot plant operators would be equivalent to the top bracket of the furnace plant operators.

TRIAL EXAMINER:

Why would it be equivalent?

THE WITNESS:

It was two forty-six.

TRIAL EXAMINER:

It would be the same thing?

THE WITNESS:

Yes, sir.

Q (By Mr. Hillyer) What increase would be necessary at that time to bring the pilot plant operators top bracket up to the equivalent of the furnace operators?

A It would be a ten-cent increase.

Q A ten-cent increase. Did Mr. Dobbin tell you to do anything else?

A Yes, he told me to call a meeting, get in touch with all the members of the committee for the purpose of — well, just to call a committee meeting, it was.

[1825] Q Did you call such a meeting?

A Yes, I informed everybody that was at the plant, and Bryce Hubbard was at home, so, approximately, I think, just before I went to lunch around 12:00 noon I called Bryce Hubbard and told him we were going to have a committee meeting. I think it was called for 1:30.

Q Now, when did you get — excuse me — first, where are your committee meetings usually held?

A They are usually held in the library room at R & D, which is five miles west of the city.

TRIAL EXAMINER:

Was this committee meeting just a committee at the R & D plant?

THE WITNESS:

That's right.

Q (By Mr. Hillyer) We are speaking of the employees committee at the R & D plant?

A That's right.

Q When did you get to the meeting room?

A It seemed to me that I got there approximately at 1:30.

Q Was there anybody else there when you arrived?

A Yes, it seems that most of all the members of the committee was there and Art Dobbin was not.

TRIAL EXAMINER:

Name the members of the committee that was there.

THE WITNESS:

Let's see; myself, Earl New, Pinkie Powell — let's see — Dick Hendricks, Cliff Scott. That seems to be all [1826] of them.

Q (By Mr. Hillyer) Was Mr. Hubbard there?

A Yes.

TRIAL EXAMINER:

I asked you the name of the committee men there. Part of those you named were supervisors of the company, weren't they?

THE WITNESS:

That's right.

TRIAL EXAMINER:

Did they have a committee of their own besides the employee committee?

THE WITNESS:

No, actually. the employees committee men were Bryce Hubbard, Cliff Scott, Earl New. That seems like all of them.

Q (By Mr. Hillyer) Were those three the committee men that were present at that meeting?

A Yes, uh-huh.

Q Before you went to the meeting room had you had occasion to speak to Bryce Hubbard?

A Yes, I spoke with Bryce, I believe, in my office just prior to going into the meeting.

Q What did you talk to him about?

A I showed him the pay scale or the pay comparison that Art had given me over the phone showing the ten-cent increase for pilot plant operators.

Q Now, did you open the meeting before Mr. Dobbin arrived?

A Yes, Mr. Dobbin wasn't there so I started off by writing up [1827] on the board the comparison between the pilot plant operators with their eight-cent wage increase and the furnace production plant operators with their twelve-cent increase, more or less as a preliminary to starting the meeting.

Q And when Mr. Dobbin came in the meeting do you recall what he said?

A Yes, when Mr. Dobbin came in the meeting he first apologized to the committee that he had not been present when management first agreed on a wage increase for the Southwestern Division, and that he had talked to Reno after I had called him and that he obtained a ten-cent wage increase for the pilot plant operators, and then he put those figures on the board.

Q Was that on the same board that you had already started putting figures on?

A Yes.

Q Did any discussion take place with regard to the advantages and disadvantages of the pilot plant operators' jobs as regards to other furnace plant operators' jobs?

A Yes, he took over after he walked in. I went back and

sat down and then he listed the advantages and disadvantages of working conditions at the pilot plant and at the furnace plants of the operators.

Q Was there any discussions by the plant committee men as to advantages and disadvantages?

A Yes, he more or less listed what it was, which came forth [1828] from the committee men, in other words, he actually listed what the committee men thought were advantages and disadvantages, working at the pilot plant and at the furnace plants.

TRIAL EXAMINER:

Does the term pilot plant include all plants except furnace plants?

THE WITNESS:

No, sir, it's an experimental plant, a small experimental plant which just includes one furnace when normally a production plant includes multiple furnace operations.

TRIAL EXAMINER:

How many pilot plants are involved?

THE WITNESS:

We term the pilot plant in this discussion as the pilot plant at R & D.

TRIAL EXAMINER:

And what plants are included in the furnace plant?

THE WITNESS:

The furnace plants would be the Dixon plant at Big Spring, Texas, the Pampa plant at Pampa, Texas, the Ville

Platte plant at Ville Platte, Louisiana, and the Canal plant near Franklin, Louisiana, in the Southwestern Division.

TRIAL EXAMINER:

Well, it included production plants, then, as compared to the R & D plant?

THE WITNESS:

That's right, R & D pilot plant.

Q (By Mr. Hillyer) To bring out the Trial Examiner's questions a little bit more, there are also channel plants throughout the Southwestern Division?

A Yes, sir.

TRIAL EXAMINER:

But they were not concerned in this wage [1829] increase?

THE WITNESS:

Yes, sir, they were concerned but they were only getting an eight-cent wage increase and not the twelve-cent wage increase that all the furnace plants were getting.

TRIAL EXAMINER:

The concern over the increase was between the differential between the pilot plants and the furnace plants?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

There was no concern expressed by the other plants like the channel plants?

THE WITNESS:
No, sir.

TRIAL EXAMINER:
What are the other types of plants, channel, and what else?

THE WITNESS:
That's the only two distinctions in carbon black in the Cabot Carbon Company. There are two types of plants, oil furnace plants and the channel plant which reflects the type of process involved.

TRIAL EXAMINER:
And then the pilot plant of R &D?

THE WITNESS:
And then the pilot plant of R & D is a research plant and normally doesn't engage in production.

Q (By Mr. Hillyer) When you speak of oil furnace plants you mean either oil or gas plants, do you not?

A Yes, sir.

TRIAL EXAMINER:
Is that a thermo plant?

THE WITNESS:
That's at the Canal plant.

TRIAL EXAMINER:
That would be a furnace plant, too?

[1830] THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
Just for my information, having seen the Canal plant, the three different types and the oil, gas and thermo, now, the other type is the channel plant?

THE WITNESS:
That's right.

TRIAL EXAMINER:
What is the difference from these other three at the Canal plant?

THE WITNESS:
The channel plant is a process which involves the impingement of carbon black on a cold channel from a burning flame, which there is several of these burners in a hothouse, and the name channel black comes from the fact that the carbon black impinges on the channel, the cold channel, and it is scraped off and conveyed and processed and packaged, where the furnace plant is a more combined operation in a furnace which is incombustible and the carbon is formed and then processed and packaged.

Q (By Mr. Hillyer) Do you recall whether or not Mr. Dobbin asked anything of Mr. Hubbard about the ten-cent increase?

A Yes, after the advantages and disadvantages were discussed he asked Bryce Hubbard whether he thought the pilot plant operators would be happy with the ten-cent increase that he announced.

Q What did Mr. Hubbard say?

A Mr. Hubbard said that he believed the pilot plant operators would be happy with the ten-cent increase.

[1831] Q Did Mr. Dobbin ask any question of Mr. New about the rubber lab employees?

A Yes, he asked him whether he believed that the men he represented in the rubber lab would be happy, would not have a gripe concerning the ten-cent increase given to the pilot plant operators since the lab personnel were only getting an eight-cent wage increase.

Q Did Mr. New make any reply, to the best of your recollection?

A To the best of my recollection he said that he thought the men in the rubber lab would be happy, would be satisfied with the pilot plant operators getting a ten-cent wage increase.

Q Did Mr. Dobbin ask any question of Mr. Scott along the same lines?

A Yes, Mr. Scott, who represents the mechanics and utility personnel at R & D, he asked Mr. Scott whether the utility men and mechanics would be happy or would not have any gripes concerning the extra two cents given to the pilot plant operators.

TRIAL EXAMINER:

Does the term pilot plant operators include all the production employees working at R & D in all three of the departments?

THE WITNESS:

No.

TRIAL EXAMINER:

Is it limited to actual operators of certain machinery?

THE WITNESS:

R & D is not considered a part of production.

TRIAL EXAMINER:

I know it's not, but what does the term [1832] you have been using here, this increase has been illustrated as being for pilot plant operators and for furnace plant operators, now, what does the term pilot plant operators embrace with reference to the entire group of employees employed at one of these plants; do you understand me?

MR. KEENAN:

May I ask you how many men would be affected by the ten-cent wage increase?

TRIAL EXAMINER:

It's been testified here that there was a ten-cent increase for pilot plant operators. Well, now, what employees actually would be affected by and receive that ten-cents increase?

THE WITNESS:

They would be the operators, the personnel that was classed as operators in the R & D department which normally operate the small pilot plant at R & D.

Q (By Mr. Hillyer) What classifications would be affected by that?

A That would be, I think, the classification is pilot plant operator in the R & D department.

Q In other words, in the R & D department there is a classification of pilot plant operator?

A Yes, sir.

TRIAL EXAMINER:

Are any of them in the rubber lab?

THE WITNESS:

No, sir.

TRIAL EXAMINER:

Are any of them in the mechanics department?

THE WITNESS:

They are all in the department. There are [1833] other classifications besides the pilot plant operator. There are classifications as mechanics, electricians, utility men that normally work at the pilot plant area, in other words, they do mechanical work on the pilot plant and other research projects. The rubber lab personnel normally test research runs made at the pilot plant plus doing quality control work for the production plants.

TRIAL EXAMINER:

Well, you have got three departments at R & D?

THE WITNESS:

We normally class R & D as a department and from then on groups. The pilot plant group —

TRIAL EXAMINER:

You had three committee men, then?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

One was representing one group — what group did each one represent?

THE WITNESS:

Earl New represented the rubber lab group which normally tests carbon black in rubber at the rubber lab.

TRIAL EXAMINER:

Would any of the employees of that group be affected by this ten-cent increase?

THE WITNESS:

No, sir.

TRIAL EXAMINER:

They would not be concerned then?

THE WITNESS:

They would be concerned because they were only getting eight cents. They may be concerned as a department.

TRIAL EXAMINER:

Now, one committee man was named Scott, wasn't he; who did he represent?

[1834] THE WITNESS:

He represented the mechanics and utility men and the electricians.

TRIAL EXAMINER:

Did the increase affect any of his group?

THE WITNESS:

No, sir, he was only going to get eight cents.

TRIAL EXAMINER:

And then there was a third one represented by Mr. Bryce Hubbard, wasn't there?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

What group was that?

THE WITNESS:

He represented the pilot plant operators. They were the group that was going to get the twelve-cent increase—ten cents — excuse me.

TRIAL EXAMINER:

Why were the other two committee men being consulted as to whether it was satisfactory to them or not?

THE WITNESS:

Well, usually if you give a wage increase to pick out a certain group, well, it's natural for the other two groups to be concerned in this regard that they were only getting eight cents where there is another group in the department getting a ten-cent wage increase.

* * * *

[1837] Q. After the meeting did Mr. Dobbin give you any instructions with regard to the minutes?

A Yes, I believe it was the next morning Mr. Dobbin called me on the phone and said that he had looked over the minutes of the meeting. I believe it was the previous night after the meeting and that they were in somewhat poor form and he had asked me to go over the minutes of the meeting and try to put them in proper form.

* * * *

[1846] KENNETH LEE WORDEN,
a witness called by and on behalf of the respondent, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER:
Will the next witness please state your full name and address.

THE WITNESS:
Kenneth Lee Worden, Skellytown, Texas.

DIRECT EXAMINATION

Q (By Mr. Keenan) What plant do you work at, Mr. Worden?
A I work at Schafer lab, Skellytown.
Q What goes on at the Schafer lab?
A We run analyticals on all carbon blacks produced at Schafer A and B.
Q Is that a production lab or research lab?
A Production lab.
Q Who is your immediate superior?
A Our foreman is Donnell, Buck Donnell and the superintendent is Johnson.

Q And who does Jarvis Johnson report to?

A Art Dobbin.

[1847]. Q Now, are you on the plant committee?

A Yes, sir.

Q Is there a separate plant committee for the Schafer lab?

A Yes, sir.

Q How long have you been on the committee?

A I was committeeman last year and alternate this year.

Q What is your understanding of your duties as a committee man?

A Well, to take up grievances, safety devices and any suggestions that comes in.

Q Do you have any connection with the fixing of wage rates?

A No, sir.

Q How about vacations?

A No, sir.

Q Pensions?

A No, sir.

Q Holidays?

MR. BAUER:

Objection.

TRIAL EXAMINER:

Objection overruled.

Q (By Mr. Keenan) Holidays?

A No, sir.

Q Any other conditions of employment?

MR. BAUER:
Objection.

TRIAL EXAMINER:
Objection sustained unless you enumerate what you are talking about.

[1848] Q (By Mr. Keenan) Overtime pay?

A Yes, sir.

Q In what connection?

A The connection I have is one man working through the summer out there, a schoolboy, that's graduated from high school who is planning on working through the summer. I took the grievance to Jarvis Johnson on the basis that we didn't think the — the oldest ones thought they should have the overtime pay rather than a man who was not working steady.

Q And what was Mr. Johnson's answer to you?

A Mr. Johnson said he thought it was necessary to work a time and a half day and he could do so.

Q How many committee men are there at the Schafer lab?

A We have one committee man, I believe, and two alternates. I wouldn't swear to that, but that is right, if I am not mistaken.

Q When you were a committee man did you ever meet with yourself?

A Sir?

Q Did you have any meetings?

A Yes, sir, we did, as a committee man with myself.

Q Where did you meet?

A We met at the R & D lab.

Q You went over to the R & D lab on how many occasions?

A Two, the best I remember.

[1849] Q What was the purpose of your going over to the R & D lab?

A The first one I can remember was we had a fellow there at the Schafer lab that wanted to bid on a job there at the R & D and we were informed to bring the supervisor and committee man over there to discuss this matter and we did.

Q What was the practice of the company, the policy of the company, relative to filling vacancies by bid, and what connection did the committees have with that?

A Well, as best I can remember, this; they went first, I believe, by seniority on this particular job and then they went by ability.

Q And what connection would the committees have with the filling of vacancies by bid?

A To see whether or not the man was fit for the job.

Q On what occasions do you know the committee was consulted?

A Like there was one job open and several persons bid on it, we were called in to discuss the matter over.

Q Were both of these occasions that you went to the Schafer lab, were they relative to bidding?

A I wouldn't swear to the second meeting I went to, no, sir.

Q Can you remember what the second meeting was about?

A The only thing I can remember about the second meeting was in the first meeting we sort of requested or asked for Mr. Reno Stinson to be there to explain something to us that I don't remember. I don't remember what it was about.

[1850] Q And on the second occasion?

A That was the second occasion. What I say, in the first meeting we asked for Mr. Stinson to be there at the second meeting.

Q And you had Mr. Stinson and you can't remember now what he talked to you about?

A No, sir, I sure can't.

Q Did you go to the Pampa meeting at any time?

A The central committee meetings, sir?

Q Yes.

A Yes, sir, I sure did.

Q How many times?

A One time.

Q When was that?

A Last year.

Q And tell us what happened up there in a general way, or happened here, rather?

A Well, sir, we discussed safety devices, and we just had a good bull session.

Q With whom did you meet?

A Reno Stinson.

Q Before you met with Reno Stinson did you go to another meeting?

A Yes, sir.

Q Who attended that meeting?

[1851] A All supervisors, and I will say the big shots from Boston.

TRIAL EXAMINER:

Did all the committee men attend that, too?

Q (By Mr. Keenan) What happened at that meeting?

A The best I can remember they discussed the way the carbon black selling was going on.

Q Who discussed that, if you can recall, not necessarily by name, but what type of a person?

A Well, all I can say is the big shot.

Q All right, were you made speeches by various big shots?

A Yes, sir.

Q What were some of the other speeches?

A Generally some of the speeches were on how we were getting along, how sales were going on, how much black we were selling, where the profits went, what the profits went to help other organizations in the Cabot organization.

Q Did you hear a speech from Mr. Burdette?

A Yes, sir, we sure did.

Q Can you remember what he talked about?

A Not everything. He was interrupted a few times in that meeting.

Q By whom?

A Boston.

Q On the telephone or something?

A Yes, sir.

[1852] Q Did anybody get up from the floor in that supervisor's meeting or did you just listen to speeches?

A The best I can remember, as far as concerning the committee men, we just sat and listened.

Q Did Mr. Burdette say anything about wages?

A You mean concerning employees?

Q Yes.

A In what way?

TRIAL EXAMINER:

Any way.

Q (By Mr. Keenan) Did he say anything about a wage raise?

A Not that I can remember.

Q All right. Now, going back to your meeting with Mr. Stinson, what happened up there, in there, rather?

A We discussed what had happened and what was going to happen, maybe, and we asked lots of questions to Mr. Stinson. We asked — I know we asked a few questions that were out of line on the subject there.

Q What do you mean asking questions out of line?

A Well, like wanting more wages or more vacation or more sick leave.

Q How did you know they were out of line?

A Well, that's sort of bargaining there, I guess, and I know and the rest of them knew and he knew we weren't supposed to do it and he would cut it off short.

Q You say he would cut it off short?

[1853] A Yes, sir.

Q As a result of that meeting do you know of any change that came about insofar as your plant was concerned, that is, did you receive a wage increase?

MR. BAUER:

Objection, Mr. Examiner. This witness cannot testify as to the results. He is in no position to do so.

TRIAL EXAMINER:

After the meeting did you receive any wage increase?

THE WITNESS:

After that particular meeting, I don't believe we did, sir.

Q (By Mr. Keenan) Did you receive any increased vacations?

A I don't believe so.

Q Were there any other changes in your conditions of employment that you can remember?

A No, sir.

* * * *

[1856] TRIAL EXAMINER:

Do you have a union at your plant?

THE WITNESS:

No, sir, we don't have a union at R & D or Schafer lab either.

* * * *

[1859] ROLLINS EUGENE DOBBIN,

a witness called by and on behalf of the respondent, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER:

State your full name and address, please.

THE WITNESS:

My name is Rollins Eugene Dobbin, 1909 Mary Ellen Street.

DIRECT EXAMINATION

Q (By Mr. Hillyer) Mr. Dobbin, by whom are you employed?

A I am employed by the Cabot Carbon Company.

Q What position do you hold now?

A I am director of research and development.

Q Where is the research and development department located?

A The research and development department is located, part of it five miles west of town near the Cabot shops off the Amarillo highway, and the other section of the Schafer laboratory is located in Skellytown roughly 12 miles northwest of town.

Q Would you explain for the record just generally what operation the research and development department performs in the Cabot setup?

A Yes. I consider our job as basically to maintain comparative preeminence in carbon black. In order to do this we conduct research on carbon black processes. We conduct a group who are engaged in manufacturing and we give technical service for producing plants. We endeavor to service our customers with technical services. We assist in liaison with the Boston office.

[1860] Q The Mills R & D plant is the name by which the research and development department, near the old Mills plant is known, is it not?

A That's right. Years ago there was a channel plant in that area known as Kings Mill and we were located in that vicinity and we got the name Mills out of it.

Q Now, would you describe the operation at Mills R & D plant, in general, giving us the function of each division of that operation?

A Well, I will start with the control laboratory. In that division of the Mills R & D plant we test regularly samples of production carbon black that is to be used in rubber to determine its level of quality to the customers. In this

laboratory we conduct a physical test of an analytical nature. Then in another section of the department we have what we call the pilot plant which is in essence a complete furnace black in all details and in there we develop what processes we hope to adopt for production or the manufacture of carbon black. In order to maintain that department we have another group of people, mechanics and utility people, who are part of the pilot plant necessary for our research.

I think that's it, sir.

Q Would it be fair to describe the pilot plant as a furnace plant in miniature?

A It would be fair and it would be essentially correct. The [1861] reactors are absolutely the same size as in a commercial plant, the only difference being there is not as many of them.

Q What is done with the product from the pilot plant?

A Well, it is collected and usually made into pellets, sampled through chemical quality, what we have produced and later stored in the warehouse, as distressed black which has an undetermined commercial value.

Q How long have you held your present position, approximately?

A Approximately two and a half years.

Q What was your position before that time?

A Roughly two and a half years I was the assistant director of research and development.

Q In your capacity as director of research and development what is your position with regard to the R & D plant or division?

A I don't believe I understand your question.

Q Are you in final authority over the R & D operation?

A I would say yes sir.

Q Are you classed in the Cabot hierarchy as a department head?

A I am classed as a department head.

Q In connection with your duties as director of research and development have you ever had occasion to meet with the employee committee at the R & D plant?

A Yes, sir, from time to time I have met with the committee, but not regularly.

[1862] Q Now, Mr. Dobbin, you have been sitting in the courtroom, have you not, during the time when testimony regarding the R & D plant was developed?

A That's right, sir.

Q You will recall, I believe, that there has been considerable mention made of a meeting held on September the 29th, 1955, at which some matters regarding a wage increase was mentioned. Would you kindly give us your best recollection on what that was about, how it arose and what happened at the meeting?

A Yes, I will. Early in the morning between 9:00 and 10:00 o'clock one of my supervisors, a group leader, Bob Boyd, in charge of the pilot plant group called and said, "Art, Bryce Hubbard has just told me that the furnace black operators at the production plant were granted a twelve-cent increase whereas we at the R & D have only been granted eight cents."

I was a little surprised; as a matter of fact, I was very much surprised because it was entirely news to me. I then called and went down to my boss' office, Mr. Loving, and I said, "Bill, we have been short-changed in the R & D, and what do you recommend we do?"

He says, "Call Reno." I called Reno at the Canal plant in Louisiana, and in the interim I tried to figure out what I could do to rectify it. I called Reno and he said, "Oh, my goodness, Art, we forgot you and we will have to fix you immediately. That absolutely slipped my mind," and I told him [1863] what I thought we needed to do to fix the wage discrepancy. I recommended in my conversation we go from eight cents to ten cents an hour and we maintain our shift differential. Reno agreed with my recommendation of ten cents and the differential, I thanked him for it and promptly called Bob Boyd and advised him of what we were going to do, I suggested to Bob that since I spent — and this is by way of explanation — I spend my mornings in the city office and afternoons at R & D, and since I was due out there after lunch that we have a meeting with the committee in order to explain my actions, and I explained what happened. I got out to R & D a little late that afternoon. I was about 15 or 20 minutes late in getting back and Bob had already had the fellows in the library and the meeting was in progress when I walked in. Naturally I was embarrassed that we had overlooked our boys. I felt quite bad about it and after I went in I apologized in behalf of myself and industrial relations department for not granting them what they thought was equitable and right.

There had been some figures on the board when I came in there and I do not recall exactly what those figures were but I then went to the board and I told the fellows what mine and Mr. Stinson's decision had been and how we arrived at it. I told them that we would grant a ten-cent an hour increase. We would maintain our shift differential; that this change would then put them exactly

equal to the pay scale of the production plants [1864] and that it would in some cases when we had the work shift put them two cents an hour over due to the maintenance of shift differential.

Then to further explain the points of the decision I had made I pointed out some of the advantages what I thought were real advantages of working at R & D. I listed them on the board.

Q Did you have any assistance from the members of the committee in that connection?

A No, sir, I think they were listening pretty carefully. I had no comments from them while I was talking.

Q Did any of the members of the committee suggest advantages and disadvantages to you?

A That's right. When I was listing the advantages I asked for the fellows — I said, "What do you think about the advantages of working at R & D over production," and the things they mentioned were good supervision was the thing that really pleased me. They mentioned that it was a cleaner, more interesting job, and I say that without blushing because to me a research job is a challenge and a lot of fun, and I think the operators enjoy that type of work.

A number of things took place in listing the advantages, and I really, without stopping to think long enough, I don't recall them. Having done that I then felt that I had rectified an error that was purely a mistake and an oversight since we didn't [1865] know about it and we permitted the eight-cent an hour thing to go through.

MR. BAUER:

Mr. Examiner, I move to strike the characterization of the witness.

MR. HILLYER:

What characterization?

MR. BAUER:

Opinion and conclusion.

TRIAL EXAMINER:

He is just explaining the action he took. He can give his reasons for it. Go ahead.

A (Continuing) Having completed my discussion I was a little bit pleased with myself having gotten the thing changed so quickly and I turned to the fellows with some remark, "I hope you understand the motive of my actions and I hope you are pleased." I addressed that remark, as I recall, first to Mr. Hubbard, Bryce Hubbard, because he was the most concerned, and he said, "Art, I think this will be just fine," words to that effect.

Then I became concerned that having done this, made this decision to change the rates of the operators and having done it rather quickly, that the other groups of the department might not fully understand what I had done so I asked for opinions of my action of Mr. Scott and of Earl New. The reason I asked for those opinions was simply this —

MR. BAUER:

Objection; subjective statement again, Mr. Examiner. He can state what he asked.

TRIAL EXAMINER:

Well, he can state his reasons also if he [1866] likes. Go ahead.

A (Continuing) The reason I asked for that was simply in case of a misunderstanding of the decision we had reached over the phone that morning and if necessary I would go promptly out in the department and call the men together and spell it out again. That is as far as my memory goes of that meeting. I don't remember any more.

Q (By Mr. Hillyer) Was any answer given to you as far as you recall by Mr. New in regard to the men in the rubber lab?

A No, I don't recall an affirmative or negative answer, or rather he would have expressed what we had done to the group he was representing.

Q Now, Mr. Dobbin, who acted as secretary of that meeting?

A Mrs. Reeves.

Q Had Mrs. Reeves ever acted as secretary of such a meeting before as far as you know?

A As far as I know, sir, she had not.

Q Did you have occasion to see the rough draft of the minutes she prepared after the meeting?

A I certainly did.

Q When was that?

A I don't recall whether it was the next morning or perhaps that afternoon of the same day. It was promptly thereafter.

Q Were you in accord with her draft of the minutes?

A No, I certainly was not, sir.

[1867] TRIAL EXAMINER:

In what way were they deficient?

THE WITNESS:

Well, sir, I can only say you would read along and all of a sudden the section of the discussion of the thing had been left out and some words or data had been put in that were not correct. The choice of language, the entire subject matter, was so poorly done that I didn't want it to go in our records. I asked Mr. Boyd to edit this thing more in terms of what happened.

TRIAL EXAMINER:

You didn't think her draft of it fully covered the subject under discussion?

THE WITNESS:

I don't say so. If I may say so it was one of her first times, and heretofore Mrs. Turpin had taken the notes and she was out of town.

Q (By Mr. Hillyer) Now, Mr. Dobbin, did you have anything further to do with those minutes after that?

A I am sorry, sir, I did not.

Q Until this case came up?

A I have not seen them or looked at them much, if at all, since.

TRIAL EXAMINER:

What was the importance of the minutes; what was the importance of minutes of the meeting?

THE WITNESS:

I suppose they only had the importance of all the minutes of our committee meetings, something of a general record of things discussed. I was particularly concerned about this one because it contained some decisions I had made

and it [1868] had been my experience that oftentimes a year or so later it may come up again and memories are hazy and I wanted to be sure things were right.

TRIAL EXAMINER:

Do those minutes become a part of the permanent records of the company and are distributed to the other offices of the company?

THE WITNESS:

The things go to file, yes, sir, and one copy went to the industrial relations department.

Q (By Mr. Hillyer) A copy of your minutes go to Mr. Stinson?

A Correct.

Q Now, had you had occasion to meet with the committee previously?

A Previous to this meeting of September 29?

Q Yes.

A Oh, yes, from time to time I meet with them, but I don't know when.

Q Where to your knowledge are the functions of the committee described?

A The purposes and functions of the committee are described in the Guide. I think it's Section 3. I can't remember the page.

Q Is that under the heading, "By-Laws"?

A Yes.

Q Now, what was your understanding of the functions of the committee?

A The functions of the committee are rather divided into two [1869] categories. One is to promote an insight into each other's problems in the company, mutual under-

standing. The second thing, the committee has a function for providing a definite way of handling employees' ideas. Now, specifically employees' ideas, as I recall, are things of this nature: ideas that encourage ingenuity, initiative, ideas that concern awards for improvements, ideas concerning the changes in proficiency or production processes, handling of grievances, particularly non-union plants and departments, safety, of course, is another feature the committee is concerned with.

TRIAL EXAMINER:

In what way would they be concerned with safety?

THE WITNESS:

I might say that safety with us is a very important thing. It's kind of a game to be sure we have a good safe record. We enjoy banquets and certain prizes sometimes for safe operation. The committee feels that is something they can help toward management of the plants, and, therefore, they are quite often apt to recommend safe practices and recommend the discontinuance of unsafe practices.

Does that answer your question, sir?

TRIAL EXAMINER:

Yes, thank you. Did you finish with all the functions?

THE WITNESS:

Those are all the functions I recall. Perhaps there are others.

Q (By Mr. Hillyer) Was it your policy to follow the practices [1870] set out in the Guide with regard to meeting with your committee?

THE WITNESS:

I am not clear on what you are asking me. Are you asking — will you rephrase that, please?

Q I will rephrase the question.

Was it your policy to negotiate with the committee concerning matters which were not within their functions as described in the Guide?

A No, sir.

Q Had you ever had occasion to call to the committee's attention that there were matters which you did not consider within their function?

A Yes, sir, there are several instances in which I have had to reprimand the committee for getting out of bounds.

TRIAL EXAMINER:

Would you illustrate some cases of that kind?

THE WITNESS:

Yes, sir, one of the cases had to do with a request in change of salary, wage rate for an individual in the department. I consider that is not a function of the committee to discuss that man's salary but rather a problem to be taken up between the man and his immediate supervisor, and, therefore, the committee is not and cannot be allowed to discuss that matter in meetings. That has been my instructions to them several times.

TRIAL EXAMINER:

Is there any other occasion you recall; I am talking about specific occasions?

[1871] THE WITNESS:

I believe that's the principal occasion I have in mind, sir.

Q (By Mr. Hillyer) Have you ever on behalf of the company negotiated with the committee an increase in wages?

MR. BAUER:

Objection.

TRIAL EXAMINER:

What is the grounds of the objection?

MR. BAUER:

General conclusion, Mr. Examiner. He can tell what he did in meetings.

TRIAL EXAMINER:

Well, I don't know whether he did anything or not. He can answer the question first.

MR. BAUER:

The question was phrased in terms of negotiating which again is a word of art. I think this witness ought to testify as to what he did when he attended committee meetings.

TRIAL EXAMINER:

Well, we have got to get at the question first and then tell what he did.

MR. BAUER:

It can be asked whether wages were discussed.

MR. HILLYER:

I asked him whether there was any negotiation and negotiation is a word found in Webster's Dictionary and it is not a term of art.

TRIAL EXAMINER:

You can make a distinction on cross examination.

MR. BAUER:

I am objecting to respondent counsel's method of calling attention and using conclusionary words in the questions.

TRIAL EXAMINER:

I don't think the word is a very strange [1872] word. It has a common meaning and you can get a Dictionary and explain as to what it meant by the word "negotiate."

What is your definition of the word "negotiate" before he asks you the question?

THE WITNESS:

I suppose it means something like bargaining, a series of discussions where one side gives and the other takes and finally reaches an agreement.

MR. HILLYER:

I think that is a pretty good definition, Mr. Examiner.

TRIAL EXAMINER:

All right, go ahead.

Q (By Mr. Hillyer) I will endeavor to repeat the question as nearly as I can remember it.

Have you ever on behalf of the company negotiated with the committee an increase in wages?

A No, sir.

Q Do you have any authority to negotiate a general increase in wages with anybody other than your superiors, that is?

A No, sir.

Q Have you ever on behalf of the company negotiated with the committee for an increase in vacation benefits?

A No, sir.

Q Do you have any such authority?

A No, sir.

Q Have you ever on behalf of the company negotiated with the company an increase in pension or retirement benefits?

Q Have you ever on behalf of the company negotiated with the company an increase in pension or retirement benefits?

[1873] A No, sir.

Q To the best of your recollection have you ever on behalf of the company negotiated with the committee concerning any matter which resulted in a change in the Cabot Guide?

A No, sir.

Q Do any of your subordinate supervisors have any

authority to engage in any negotiations such as I have mentioned in the preceding series of questions?

A They have no authority from me.

Q Do you have any such authority?

A I have no authority of that nature as I understand my job.

MR. HILLYER:

May we have a short recess?

TRIAL EXAMINER:

All right, we will take a five-minute recess.

(Short recess.)

TRIAL EXAMINER:

All right, you may proceed.

Q (By Mr. Hillyer) Mr. Dobbin, there has been testimony in regard to an option that was offered to the employees at various of the company's plants regarding wage increase that became effective last October 1st or thereabouts. Do you have any recollection of the details of that matter?

A I have some recollection.

Q Would you please explain what happened?

A I know the options. I am not able to recall exactly how they were all worded, but I do know that the options were given [1874] to me in the city office to deliver to the R & D department, which I did, and I gave them to my foreman, Mr. Hendricks. He placed them in the various areas by the clock room where the request was that they should be filled out in a few days. I don't know how long they had to fill out the options in.

Q Were these options in the nature of a ballot with several choices on it?

A Yes, the option was on a piece of paper roughly 8½ by 11 with four options and some explanations. After these options were taken I did not advise the industrial relations department but I think Mr. Hendricks advised them of the count at the R & D plant.

Q Did you have anything to do with the count that was made?

A No, sir, I sure didn't.

Q Do you know who made the count?

A I am not sure.

Q Do you recall whether the options were offered on a plant by plant basis or on a division-wide basis?

A I don't recall for sure but I think it was offered on a plant by plant basis, however, if a different plant decided to go another way it would be their privilege to do so.

Q Were those options offered directly to the employees or the employee committee?

A They were offered directly, sir, to the employees.

MR. HILLYER:

That's all, Mr. Dobbin. Would you please [1875] answer these gentlemen's questions.

TRIAL EXAMINER:

On the question of options, were these options more or less worked out so each one would be equivalent from the standpoint of wages plus other benefits, or something of that kind?

THE WITNESS:

That's right, sir. Without knowing exactly the things, they were of this nature; the company would give us four cents an hour, extended vacation, hospitalization, or eight cents an hour and no benefits.

TRIAL EXAMINER:

It was four different bases upon which the company was willing to grant and the employees had the opportunity to state which one they had plant by-plant?

THE WITNESS:

That is my understanding, sir.

TRIAL EXAMINER:

It didn't necessarily have to be the same option prevailing throughout the whole division?

THE WITNESS:

That is my understanding, sir.

* * * *

CROSS EXAMINATION

* * * *

[1878] Q Does the committee have authority to deal with management on the question of the equal distribution of overtime among the employees of the research and development plant?

A No, sir, the distribution —

Q Equal distribution?

A Equal distribution is the authority or function of the foreman of the group and not of the committee.

Q Is it something which can be discussed in a committee meeting?

A It is something that has been discussed.

* * * * *

[1909] W. L. MARSHALL,

a witness called by and on behalf of the respondent, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER:

Give us your full name and address, please, sir.

THE WITNESS:

W. L. Marshall, Box 1101, Pampa, Texas.

[1910] TRIAL EXAMINER:

All right, you may proceed.

DIRECT EXAMINATION

Q (By Mr. Keenan) What is your capacity, sir?

A I am superintendent of the Schafer A plant at Skellytown.

Q What is your nickname?

A Deacon.

Q And do the employees generally call you that?

A Yes, sir.

Q There has been some testimony in the record relative to Schafer A and Schafer B plants and the Schafer lab. Will you tell us what each of those are?

A Well, the Schafer A plant is concerned mostly with the manufacture of ink blacks. The Schafer B plant is, their prime object is lacquer and color blacks, or what we term special blacks, and the R & D is merely —

Q In the R & D is the Schafer lab?

A They are a control laboratory. We get our reports in which to help us operate our plant.

Q They serve both the A and B?

A That's right.

Q And I understand the personnel of the lab reports finally to Mr. Dobbin, is that right, sir?

A That's right.

Q Are the employees represented by a union?

A Yes, sir.

[1911] Q Is that the Oil Workers, formerly CIO?

A That's right, sir.

Q How long have they been so represented?

A To my certain — at this particular plant since — now, I am not sure of this date. I was at another plant at that time, but I think '39 or '40. I wasn't in this district at the time the union was organized, but I believe that is somewhere close. I am not sure.

Q In other words, do you remember whether you were at the Schafer A plant when the plant committee was established?

A No, sir.

Q Now, you do have a plant committee at Schafer A, is that correct?

A Yes, sir.

Q How many employees are on this plant committee?

A We have two.

Q Any alternates?

A Well, two committee men and an alternate, yes, sir.

Q And would you describe the functions of the committee at your plant?

A Primarily they pass on suggestions, that is, the merit of suggestions and whether they are worth a monetary award and then we also use them as a safety inspection group occasionally and they conduct fund drives that's administered to the flower fund — I mean a fund drive, Red Cross, Boy Scouts, and so forth.

[1912] Q What is the function of the union committee there?

A They are our bargaining agent.

Q Who handles grievances at your plant?

A Nobody but the union committee.

Q Do you ever negotiate, that is, have you ever negotiated with the plant committee relative to wages, hours, and other conditions of employment?

MR. BAUER:

Objection.

TRIAL EXAMINER:

What's the objection?

MR. BAUER:

Conditions of employment. You have sustained me before on that, Mr. Examiner.

TRIAL EXAMINER:

Well, name him the different things you want him to say.

Q (By Mr. Keenan) Have you ever bargained with —

MR. BAUER:

Objection.

Q (By Mr. Keenan) Have you ever negotiated with the plant committee relative to wages?

A No, sir.

Q Hours of work?

A No, sir.

Q Have you ever negotiated with them with regard to things which might be called fringe benefits?

A No, sir.

Q Have you ever negotiated with them with regard to any benefits?

[1913] A No, sir.

Q Has the union to your knowledge ever objected to the existence of the plant committee at your plant?

A No, sir, all the comments I have heard has been favorable.

MR. BAUER:

I move to strike that as hearsay.

Q (By Mr. Keenan) Have people told you —

MR. BAUER:

I would like a ruling on that.

MR. KEENAN:

I withdraw it and agree the answer to be stricken.

Q (By Mr. Keenan) Have union members commented to you about the plant committee?

A Yes, sir.

MR. BAUER:

Objection.

MR. KEENAN:

That is not hearsay.

Q (By Mr. Keenan) What has been the character of their comments?

A They perform a lot of jobs that the union committee is glad to get out of, such as the Red Cross drive and flower fund. That's a job they would rather not have, and then, too, I think their reaction is they don't hurt anything.

Q Has there ever at your plant occurred that the same individuals were members of the union committee and the plant committee at the same time?

A Not at this particular plant, this hasn't been the case, but at a previous plant that has been the case.

[1914] Q What plant?

A Kings Mill. When I was superintendent at the Kings Mill.

Q That plant is now closed down?

A Yes, sir.

Q What happened there?

A I had one committee man that served jointly on both committees.

Q Has it ever occurred a man might be a plant committee man one year and a union committee man the following year?

A Yes, sir.

Q To your knowledge are your present members of your plant committee union members?

A You say committee members but they are union members?

Q No, union members, they are union members and your present committee plant committee men?

A Yes, sir.

* * * *

[1921] TRIAL EXAMINER:
We will go back on the record.

Let the record show with respect to Page 142 of the transcript that the Trial Examiner at the bottom of said page asked Mr. Reno Stinson the following question: "Are any employees outside of that unit at the Canal plant represented for bargaining purposes, collective bargaining, represented by a representative other than the Chemical Workers Union?"

At the top of Page 143 the answer of the witness purports to be "Yes, sir." By agreement of counsel and all parties and at the request of the witness himself and with the concurrence of the Trial Examiner it is agreed that the correct answer of the witness is "No, sir."

The transcript is thereby by consent of all parties corrected to so read. That covers it, gentlemen.

MR. KEENAN:
Thank you very much, sir.

D. F. Followell, please.

DALE F. FOLLOWELL,
a witness called by and on behalf of the respondent, being first duly sworn, was examined and testified as follows:

TRIAL EXAMINER:
Give us your full name and address, please.

THE WITNESS:
Dale F. Followell.

DIRECT EXAMINATION

Q (By Mr. Keenan) Mr. Followell, what is your present position —

[1922] TRIAL EXAMINER:
I don't believe he gave his address.

THE WITNESS:
516 Carr, Pampa, Texas.

Q (By Mr. Keenan) Mr. Followell, what is your present position with Cabot Carbon Company?

A Assistant plant superintendent.

TRIAL EXAMINER:
What plant?

THE WITNESS:
Pampa plant.

Q (By Mr. Keenan) How long have you held that position?

A About three and a half years.

Q What kind of plant is the Pampa plant?

A Furnace carbon plant, furnace type.

Q About how many employees do you have?

A About a hundred and ten.

Q Has that number been relatively constant in recent years?

A Fairly constant, sir.

Q Do you have a union at the Pampa plant?

A Yes, sir.

Q Do you also have a plant committee at the Pampa plant?

A Yes, sir.

Q What function does the plant committee play at the Pampa plant?

A They process suggestions and we have one or two of the plant committee at certain intervals make plant safety inspections. We have meetings besides suggestions which they may bring up a few plant safety suggestions that have been talked [1923] about or would like to have changed.

Q Who processes the grievances at the Pampa plant?

A The union committee.

Q Who bargains as to wages at the Pampa plant?

A The union committee.

Q Does the company engage in any bargaining whatsoever with the plant committee?

MR. AMBRISTER:

Objection, Your Honor.

MR. KEENAN:

All right, I will withdraw it.

TRIAL EXAMINER:

Go ahead.

Q (By Mr. Keenan) Does the company take up any other matters with the plant committee other than those that you have mentioned, to your knowledge?

A Well, if we have a Red Cross drive or a Community Chest drive or something like that we generally ask those committee members to help with that. That's the only thing.

Q Now, outside of that is there anything more that you can think of that the plant committee, any other activities the plant committee engages in?

A Not to my knowledge.

Q Then, does the plant committee deal with the company with regard to hours of work?

A No.

Q How about vacations?

A No, not any dealings with them, no.

[1924] TRIAL EXAMINER:

Does it ever discuss it?

MR. KEENAN:

I am going to go into that, if the Examiner please.

Q (By Mr. Keenan) How about overtime pay?

A No, no overtime pay.

Q Does the plant committee deal with the company with regard to any condition of employment similar to the ones that I have mentioned?

A No.

Q Does, on the other hand, the union committee deal with the company as to those matters that I have mentioned?

A Yes, sir.

Q Now, I am going to show you a series of documents which I have marked R (Culium) 1 through—R (Followell) 1 through 5 which have been marked consecutively in accordance with dates and ask you if these are or are not minutes of plant committee meetings that you attended and on the dates indicated thereon.

(Thereupon, the documents above referred to were marked Respondent's (Followell) Exhibits Nos. 1 through 5, for identification.)

A Yes, sir.
Q (By Mr. Keenan) Those are copies of the minutes?
A Copies.

MR. KEENAN:
I now offer as R (Followell) 1 the minute dated January the 9th, 1953; as R (Followell) 2 the minute [1925] dated March 4, '55; as R (Followell) 3 the minute dated October 6, 1955; as R (Followell) 4 the minute dated February the 7th, 1956, and as R (Followell) 5 the minute dated April the 25th, 1956.

I make that offer.

TRIAL EXAMINER:
Any objection?

MR. BAUER:
No objection.

TRIAL EXAMINER:
All right, let the documents as identified be admitted into evidence.

(The documents heretofore marked Respondent's (Followell) Exhibits Nos. 1 through 5 for identification were received in evidence.)

* * * *

[1927] Q Has the union committee ever, and the plant committee ever, been one and the same at the Pampa plant insofar as composition of personnel is concerned?

A Maybe not all of them at one time, but I believe right now we have all three of them, I believe, are the same.

* * * *

[1928] CROSS EXAMINATION

Q (By Mr. Bauer) Mr. Followell, are there any office clerks in the Pampa plant?

A Yes, sir.

Q Are they in the unit represented by the union?

A No, sir.

Q Do you know who would process a grievance for them if one should ever arise?

A Not the plant committee. They would have to process a grievance, I imagine, through their supervisor.

Q They would not have access to either the plant committee or the union committee, is that correct, sir?

A No, sir.

* * * *

MR. HILLYER:
Mr. Stinson.

TRIAL EXAMINER:
Are you recalling Mr. Stinson to the stand?

MR. HILLYER:
Yes, sir.

TRIAL EXAMINER:

Mr. Stinson, you have already been sworn previously as a witness in this case and you are now being [1929] recalled. You are still under oath and it will not be necessary that you be sworn again.

RENO STINSON,

a witness called by and on behalf of the respondent, having been previously duly sworn, was examined and testified further as follows:

DIRECT EXAMINATION

Q (By Mr. Hillyer) Are you the same Reno Stinson who previously testified in this case at the hearings at Franklin, Louisiana?

A Yes, sir.

Q So that the record will be entirely clear on the matter, Mr. Stinson, what is your position with Cabot Carbon Company?

A I am the director of industrial relations. That is my title.

TRIAL EXAMINER:

In order to refresh the Trial Examiner's recollection would you let Mr. Stinson rehearse the functions of the industrial director?

MR. HILLYER:

I plan to do that, sir.

TRIAL EXAMINER:

All right.

Q (By Mr. Hillyer) Mr. Stinson, would you please explain to the Trial Examiner what your functions are as director of the industrial relations?

A Generally I handle all employee relations with the exception of safety, and I also handle certain phases of public [1930] relations.

Q Does your department handle the compilation and revision of the Cabot Guide?

A Yes, sir.

Q Do you have anything to do with the negotiations for union contracts?

A Yes, sir.

TRIAL EXAMINER:

What?

THE WITNESS:

I negotiate union contracts.

Q (By Mr. Hillyer) Where is your headquarters, Mr. Stinson?

A Pampa.

Q Do you from time to time visit the plants, various plants, in the Southwestern Division?

A I do.

Q Do you make contacts on such visits with employees of the company?

A I do.

Q Is it part of your duties to discuss with employees matters pertaining to the various plants?

A Yes, sir.

Q For what purpose do you do that?

A Well, for the purpose of knowing what's going on, finding out the employees' feelings. I am, of course, in-

terested in the efficient operation of the plant and just to find out what the situation is, and what the employees are interested in.

[1931] Q Are you on the lookout for possible improvements in the company's policies wth regard to their employees?

A Constantly.

Q Is that one of the reasons why you talk to the rank and file employees?

A Yes, sir.

Q Do you do the same thing with the lower eschelon of supervision such as foremen?

A Yes, sir.

Q Do you do about the same thing with the higher eschelons of supervision such as superintendents, assistant superintendents and plant superintendents and the like?

A Yes, sir.

Q Have you ever attended meetings with the employee committee men at the various plants?

A Yes, I have, but very seldom, though.

Q Now, Mr. Stinson —

MR. HILLYER:

Mr. Examiner, does that satisfy your original question?

TRIAL EXAMINER:

Well, not quite. I would like to get a little more elaboration either now or later.

MR. HILLYER:

If you would like, sir, I have no objection to your asking questions now so the record will be coherent.

TRIAL EXAMINER:
All right.

EXAMINATION

[1932] Q (By Trial Examiner) You are director of industrial relations of the Southwestern Division?

A Yes, sir.

Q That would include all plants that are concerned in this hearing; is that what you are director of?

A Yes, sir, that's right, all operations of the three companies in the Southwestern Division.

Q And what are those three companies?

A Cabot Carbon Company, Cabot Shops, Inc., and Cabot Engineering Company.

Q Now, are there any sub divisions of Cabot Shops, Inc., or is that just all one plant?

A It's two plants.

Q What are they?

A In operation right now, the Pampa plant here at Pampa and the Franks plant at Tulsa, Oklahoma.

Q And what subdivisions are there of Cabot Engineering Company?

A Cabot Engineering Company is a construction company or a company that does construction and engineering work.

Q Just one company?

A Yes.

Q Just for one plant?

A No, for all plants. They may work here this week and move to Big Spring next week.

[1933] Q They are not a plant of any kind?

A No, sir.

Q Now, the Cabot Carbon Company, how is that subdivided?

A How do you mean subdivided?

Q Well, is that subdivided into plants?

A Yes, sir, several carbon plants, gasoline plants and oil and gas operations.

Q Now, you say you negotiate all union contracts. What plants or companies in this setup is represented by unions?

A Cabot Shops, Pampa plant, is represented by — it's a long name, now — used to be Oil Workers, CIO, but now it's Atomic, Oil and Chemical Workers, and so forth, now. That same union represents Schafer A plant, Schafer B plant, and the Pampa plant.

Q Of the Cabot Carbon Company?

A Schafer A and B plants are both Cabot Carbon Company plants.

Q The Chemical Workers, formerly A. F. of L. represented the Ville Platte plant and the Canal plant, both in Louisiana, and they are both Cabot Carbon Company plants. Does that include all that are represented by a union?

A Yes, sir.

Q And you are the company negotiator and officer who has final authority to negotiate and enter into contracts with those unions?

A Yes, sir.

[1934] Q Now, in plants that have no union representation involved, and when I say plants, I mean any plants or corresponding units, that have no union representation, what is the company policy or system in the Southwestern Division with regard to the determination and fixing of wages, fringe benefits, and other working conditions in those units?

MR. BAUER:

Mr. Examiner, may I have an objection? That's a pretty broad question and there may be a different policy as to wages, say, as compared to working conditions, and I think that working conditions is too broad a term to include simultaneously and there are different interpretations, possibly.

TRIAL EXAMINER:

I will leave out the words working conditions.

Q (By Trial Examiner) What is the policy and system by which the company fixes wages, hours, overtime pay, vacation benefits, pension benefits, and any other fringe benefits for employees or other benefits affecting employees?

A That's —

MR. BAUER:

Could you make that other like benefits?

Q (By Trial Examiner) Other like benefits affecting employees?

A That is determined by our top management.

Q Who?

A Me, my boss and the various department heads, such as Mr. Dobbin that testified here yesterday, and from the information that I get at superintendents' meetings, foremen's meetings, [1935] meetings with employees, and ballots taken by employees.

Q Who is the final authority on those things?

A Oh, that decision, I think that would be the top management group, operating committee which acts more like a board of directors.

Q Well, is the final authority within the division or does it go any higher than the division?

A I would say principally within the division. The amount of money we spend is about the only thing that has to be checked with the board.

Q Well, is there any control over that without submitting it to your office, checking with the office; can changes be made in it from time to time, and if so, what are the limits without submitting it to your office?

A I can't think of anything that could be changed without submitting it to my office.

Q All those matters have to be submitted to your office for final approval?

A I believe so, Mr. Examiner.

DIRECT EXAMINATION (Continued)

Q (By Mr. Hillyer) Mr. Stinson, would you explain to the Examiner — you have said something about the amount of money that you might spend being subject to some further control — would you explain to the Examiner what you meant by that?

A Well, usually at the end of the fiscal year when evidently [1936] our officials in Boston now appraise the business situation with the past and future and secure an allotment for our budget, an amount of annual expenditures for wages and other benefit costs, and then it's up to us to distribute it.

TRIAL EXAMINER:

In other words, as I understand it, then there is an allotment or budget submitted to you annually within which you have to operate?

THE WITNESS:
That is usually the case, yes, sir.

TRIAL EXAMINER:
Who has control of that budget or allotment?

THE WITNESS:
I wouldn't know. Do you mean in Boston?

TRIAL EXAMINER:
No, after it's turned over to the Southwestern Division?

THE WITNESS:
The operating committee, which is composed of our general manager, Mr. Burdette, and the various department heads which includes me.

TRIAL EXAMINER:
Then you allot that budget money out to the various operations in your division?

THE WITNESS:
Yes, sir, either in the form of wages, benefits, or part wages and part benefits. It's usually wages.

TRIAL EXAMINER:
Do you have any main subdivision of that budget allotment made in advance before you subdivided it among the various departments and plants?

THE WITNESS:
Do I have what?

TRIAL EXAMINER:

Do you make a general division of that [1937] budget allotment among the various departments or plants within the division, a specified amount of it to be expended in a certain department or a certain plant?

THE WITNESS:

After we know about it, yes. I thought you asked me if I did anything before we knew about the budget.

TRIAL EXAMINER:

Well, I may have. What I mean is do you subdivide the allotment first and allot so much to each department in the division before you break it down into wages and other benefits for the employees?

THE WITNESS:

Yes, we do some of that, yes, sir.

TRIAL EXAMINER:

Is that performed by the same operating committee?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

And after you break it down to the departments and other subdivisions you then make — you have further control of it all the way down until it's actually spent?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

It's all done subject to approval of the operating committee?

THE WITNESS:

Yes, sir.

Q (By Mr. Hillyer) Would any plant superintendent have authority to make any changes in the allocation as made by the operating committee?

A Not without my approval.

Q Would any division head have such authority?

[1938] A No.

Q I beg your pardon.

Now, Mr. Stinson, I believe you testified that you negotiate union contracts.

A Yes, sir.

TRIAL EXAMINER:

Do you have someone that acts in the capacity somewhat of a comptroller of these funds?

THE WITNESS:

Yes, we have a comptroller in Boston, but of these funds —

TRIAL EXAMINER:

Do you have a comptroller in the Southwestern Division?

THE WITNESS:

No.

TRIAL EXAMINER:

Who acts in the nearest capacity of a comptroller watching expenditures of the funds?

THE WITNESS:

I do. I have the responsibility of wage and salary control.

TRIAL EXAMINER:

All right.

Q (By Mr. Hillyer) Mr. Stinson, I show you a booklet entitled, "Agreement Between Cabot Shops, Inc., and the Oil Workers International Union (CIO) Local No. 235," dated June the 24th, 1947, which has been marked for identification R (Stinson) 1, and I ask you if you recognize that as being the agreement presently in effect between Cabot Shops, Inc., and the union mentioned?

(Thereupon, the document above referred to was marked Respondent's (Stinson) Exhibit No. 1 for identification.)

[1939] A Yes, sir, and the wages have been brought up to date.

Q In the back of R (Stinson) 1 you will note that there are some corrections appearing in ink and some typewritten classifications and rates shown. To the best of your recollection are those the present rates in effect under that contract?

A Yes, that contract has been in effect now some nine years, and the rates have been changed a lot of times since then and this, I believe, is the present up-to-date wage rate schedule.

MR. HILLYER:

In connection with the testimony of the witness we offer to file and file in evidence R (Stinson) 1.

MR. BAUER:

No objection.

TRIAL EXAMINER:

All right, let the document as identified be admitted in evidence.

(The document heretofore marked Respondent's (Stinson) Exhibit No. 1 for identification was received in evidence.)

Q (By Mr. Hillyer) Mr. Stinson, I show you a booklet entitled, "Agreement Between Cabot Carbon Company (Canal Plant) and the International Chemical Workers Union, Local No. 483, AFL-CIO," dated April 2, 1956, which has been marked for identification as R (Stinson) 2.

(Thereupon, the document above referred to was marked Respondent's Exhibit No. (Stinson) 2 for identification.)

Q (By Mr. Hillyer) I ask you if this booklet represents the [1940] present agreement between Cabot Carbon Co. and the union mentioned?

A Yes, sir, I recognize that. That's a recent contract.

MR. HILLYER:
R (Stinson) 2 is hereby offered in evidence.

MR. BAUER:
No objection.

TRIAL EXAMINER:
Let the document as identified be admitted in evidence.

(The document heretofore marked Respondent's (Stinson) Exhibit No. 2 for identification was received in evidence.)

Q (MR. HILLYER) Mr. Stinson, I show you a booklet entitled, "Agreement Between Cabot Carbon Company (Schafer A, Schafer B, and Pampa Plants) and the Oil Workers International Union (CIO), Local No. 235," dated December 15, 1954, which has been marked for identification as R (Stinson) 3.

(Thereupon the document above referred to was marked Respondent's (Stinson) Exhibit No. 3 for identification.)

Q (By Mr. Hillyer) I ask you if this booklet represents the agreement now in effect between Cabot Carbon Company and the union in question?

A Yes, it does. The only difference is the union has changed its name. We have accepted that change.

MR. HILLYER:
We offer in evidence R (Stinson) 3.

MR. BAUER:
No objection.

[1941] TRIAL EXAMINER:
Let the document as identified be admitted in evidence.

(The document heretofore marked Respondent's (Stinson) Exhibit No. 3 for identification was received in evidence.)

Q (By Mr. Hillyer) Mr. Stinson, I show you a booklet entitled, "Agreement Between Cabot Carbon Company (Ville Platte Plant) and the International Chemical Workers Union (A. F. of L.), Local No. 273," dated October 6, 1955, which has been marked for identification as R (Stinson) 4, and I ask you whether this booklet represents the present contract in effect between the Cabot Carbon Company and the union mentioned?
A Yes, sir.

(Thereupon the document above referred to was marked Respondent's (Stinson) Exhibit No. 4, for identification.)

MR. HILLYER:
We offer in evidence R (Stinson) 4.

MR. BAUER:
No objection.

TRIAL EXAMINER:
Let the document as identified be admitted in evidence.

(The document heretofore marked Respondent's (Stinson) Exhibit No. 4 for identification was received in evidence.)

Q (By Mr. Hillyer) Now, Mr. Stinson —

TRIAL EXAMINER:
I have one question right there before you [1942] go any further.

With regard to plants that have no union representation do you publish any pamphlet of any kind or promulgate any working rates or information concerning the similar conditions at these non-union plants that you have entered into contracts with other plants with other unions?

THE WITNESS:
Yes, sir, the Cabot Guide.

TRIAL EXAMINER:
The Cabot Guide covers all that?

THE WITNESS:
Yes, sir.

Q (By Mr. Hillyer) Does not the Cabot Guide cover union plants and non-union plants?

A It does.

Q Up until an election was held in September 1955 among your employees had it not been the policy of the company to make all rates within a department at like plants and all rates and other benefits as nearly uniform as possible?

A It has.

Q And whether the plant happened to be represented by a union or not?

A The rates were identical.

Q Prior to the time when this case arose, originally arose, had any of the unions representing bargaining units at the company's plant objected to the co-existence of an employee committee at such plants?

MR. BAUER:

Objection, Mr. Examiner. I think that's [1943] irrelevant.

TRIAL EXAMINER:

Well, I will allow him to answer the question. I think it's all to be taken into consideration. All right, you can answer.

A I hadn't heard of any objection or complaint along that line at all.

Q (By Mr. Hillyer) Had any complaints been registered with you by any union as to the existence of an employee committee at any non-union plant?

A No.

MR. BAUER:

Objection, Mr. Examiner. That, I think, is totally irrelevant.

TRIAL EXAMINER:

I don't think so. If unions are interested in organizing plants that have not yet been organized they might have indicated their views about it.

MR. BAUER:

There is no showing that these unions that might have been interested knew at that time that these committees existed.

TRIAL EXAMINER:

Whether they knew it or not, you say there was no objection?

THE WITNESS:

I heard of none.

Q (By Mr. Hillyer) Now, Mr. Stinson, you —

TRIAL EXAMINER:

Just a minute right on that point. At the union plants under which you now have contracts with the union, what is the relationship between the union and the employee [1944] committee, if any?

THE WITNESS:

As far as I know there is no conflict. I have had no complaint with the union about the employee committee at the union plants. In fact, the chairman of the union group for Cabot Carbon plants is also chairman of the Pampa plant committee, employee committee.

Q (By Mr. Hillyer) Mr. Stinson, is there presently an employee committee at the Canal plant?

A No, sir.

Q Was any negotiations in regard to that fact conducted with the union representing the bargaining unit at the Canal plant?

A Yes.

Q Would you explain for the record what that consisted of?

A They asked the union at the Canal plant, asked that the union be permitted to take over the duties of the employee committee, and we told them if they wanted to, all right.

Q Is there presently an employee committee at the Ville Platte plant?

A No, sir, there isn't.

Q Is the bargaining unit at that plant represented by the same International Union that represents the Canal plant?

A Yes, sir, that's right.

Q Now, Mr. Stinson, —

TRIAL EXAMINER:

Did you have any negotiations with the union about the employee committee at the Ville Platte plant?

[1945] THE WITNESS:

No, sir.

TRIAL EXAMINER:

When was the committee there discontinued?

THE WITNESS:

Well, when the time came for an election evidently the employee committee that was going out did nothing about an election, and I don't know whether that was because of the union objection or they just forgot it or wasn't interested, or what happened. Quite often they forget it for a month or something, but it rocked along, and I know Mr. Gibson, the superintendent, reported to me just before I went to Franklin to negotiate this contract that he hadn't heard of an election of the employee committee, didn't think they had one, and I told him, "Well, the union down at Canal had filed a complaint against our employee committee down there and then after we had negotiated the contract at Canal and Franklin there and the union had asked to take over the responsibilities of the employee committee and we agreed to it." I called Mr. Gibson and told him that and he said, well, he supposed then the union would want to take over the responsibilities up there and he would like to invite the president of the union since coming up to the central committee meeting anyway so he would invite him instead of the usual employee committee.

TRIAL EXAMINER:

How are these employee committee men elections called?

THE WITNESS:

They are usually called by the, as I understand, and I know first-hand in some cases, they are usually [1946] called by the committee men going into the office and getting the plant clerk to make up ballots. That starts it, the outgoing plant committee.

TRIAL EXAMINER:

Well, in the event the outgoing plant committee itself does not make arrangements for or calls an election, what is the policy of the company with respect to continuation of the employee committee?

THE WITNESS:

I don't know, because we haven't had it happen. I don't think we would do anything about it. If they didn't want to elect another committee we wouldn't insist. We might remind them they hadn't elected one.

TRIAL EXAMINER:

You take the position it's optional with the employees whether or not they want to continue the committee or not?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

All right, go ahead.

Q. (By Mr. Hillyer.) Now, Mr. Stinson —

TRIAL EXAMINER:

Just one other question.

MR. HILLYER:

All right.

TRIAL EXAMINER:

Were you the director of industrial relations at the time these committees first originated?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
I believe you told me a little bit about that down at Franklin, something about the War Labor Board making certain suggestions?

[1947] THE WITNESS:
War Production Board.

TRIAL EXAMINER:
War Production Board?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
Barring any suggestions that the War Production Board may have made how was the system established; in what way was the matter presented to the employees and to the company, and just how did you establish the employee committee system in the beginning?

THE WITNESS:
I think I went pretty much into detail in that, but I will review it again.

TRIAL EXAMINER:
I know you say it's set up in the Guide and in the Handbook, By-Laws, but how did you go about establishing the system; what kind of a system was it and how was it sub-

mitted to the employees, and how was it, the final decision reached as to the establishment of these committees?

THE WITNESS:

Well, we were requested by the War Production Board to formulate labor-management committees to help the war effort, particularly in war production, and the War Production Board in Dallas had a department that was headed by Mr. Haycraft and he visited with me and I visited with him and went over — I studied their program which included employees committees participating in the production effort, assisting in getting rationing, for share-the-ride, and especially to participate in a suggestion plan, and as a result there was a lot of discussion that went on backwards and forwards, a lot of correspondence, [1948] and as a result I called the plant offices and asked them to elect a member employee representative of their plant to come to Pampa and talk about this thing. They did, and we met in the basement of the Snider Hotel, which is now the Pampa Hotel where you are staying.

TRIAL EXAMINER:

These men were ordinary employees that were elected to come to that meeting?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

Do you know how they were elected?

THE WITNESS:

No, sir, I don't. That's been too far back.

TRIAL EXAMINER:
All right, was there one from each plant?

THE WITNESS:
One from each plant, I believe, is right, and then we sat down and went over the War Production Board's suggestions of by-laws and purposes and so forth, and they even submitted samples of names, different names that were used for the committee, and these purposes, every one of them that we used, I am sure was in their suggested list. Of course, some of the things they suggested didn't apply to us.

We spent all day, and I acted as moderator, and drew up an original set of by-laws for the employee committees and they have just lived on since.

TRIAL EXAMINER:
You didn't, of course, draw up those by-laws at that meeting on that date; you prepared them later, I suppose?

THE WITNESS:
We prepared them that day.

[1949] TRIAL EXAMINER:
You prepared them that day?

THE WITNESS:
Yes, sir.

TRIAL EXAMINER:
Were completed by-laws submitted to the group on that occasion?

THE WITNESS:

In the afternoon we typed them, went over them and changed them again. We may have changed that typed copy some, the last one we had.

TRIAL EXAMINER:

Did the employees themselves vote on the by-laws for approval?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

And signed them as representatives?

THE WITNESS:

No, they were to take, after we agreed on them at that meeting they were to take them back to their group of employees at their plant and let them vote on them.

TRIAL EXAMINER:

Did they do that?

THE WITNESS:

Yes, sir, they surely did.

TRIAL EXAMINER:

Did they submit, the employees themselves then submit them back to management for the by-laws to be approved by management?

THE WITNESS:

I remember I got a report on the vote of the employees at the different plants on approval of the by-laws.

TRIAL EXAMINER:

What did management do with them after they were approved by the employees at all the plants and sent back to management?

THE WITNESS:

Management had approved them in the meantime [1950] and they started functioning.

TRIAL EXAMINER:

Did management approve them or make any changes in them after they came back?

THE WITNESS:

No changes, no, sir.

TRIAL EXAMINER:

That's what you have operated under from that time on; is that what you operate under?

THE WITNESS:

They have been changed a little bit from time to time.

TRIAL EXAMINER:

How were the changes made?

THE WITNESS:

I don't remember too much about all the changes. We automatically, my secretary I suspect as a matter of course,

when a plant would go out of operation would automatically drop the committee, naturally, and the new plants coming into operation and they could elect a new committee, why, it would be added to it, and then the only other change I remember was really made in 1955. At the so-called central committee meeting the subject came up that we had a bunch of obsolete purposes, or several, two if I remember right, one was housing and the other was transportation, the share-the-ride problem, and without voting on that in '55 the committee jumped off onto something else and the secretary of the committee, who is my secretary, too, made that change in the new minutes she sent out to the new committee men and later made that change in the Guide. It was called to our attention in this charge in this case that that change had been made, or it was questioned [1951] how that change had been made, so in the 1956 meeting I explained the situation and the central committee men voted on it and approved that change retroactive. That's the only changes that I remember about.

TRIAL EXAMINER:

What is the company policy about defraying the expenses of the committee men?

THE WITNESS:

They are paid their expenses. They are allowed any lost time as a result of attending the meeting. They are not paid time and a half for attending the meeting on their day off. They don't gain or lose, is the policy of the company.

TRIAL EXAMINER:

They transact the business of the committee either at

their own location or at the central committee meetings on company time?

THE WITNESS:

Well, they may. You see, two committee men may be on company time and one of them has a day off. The man that was on his day off wouldn't get any pay for that, but he doesn't gain or lose; that's the company policy.

TRIAL EXAMINER:

If they have to incur additional expense of travel or hotel accommodations, anything like that, the company pays their actual expenses for that also?

THE WITNESS:

There has been no expenses for the plant committees that I know of, not one dime of expense, travel, and the attendance of this so-called central committee or management which we invite these employee representatives to we pay their [1952] travel expenses and their meals and don't let them lose any time. In other words, they don't gain or lose by it.

TRIAL EXAMINER:

All right, that's all.

MR. HILLYER:

May we have a short recess?

TRIAL EXAMINER:

Yes, sir. We will take a five-minute recess.

(Short recess.)

TRIAL EXAMINER:

All right, gentlemen, let's proceed.

Q (By Mr. Hillyer) Mr. Stinson, does Cabot Carbon Company have at present a plant in Canada?

A Yes, sir.

Q Is there a plant in Paris, France, under construction, or thereabouts?

A I believe so. It is in France, but I don't think it's Paris.

Q Does Cabot Engineering Company operate outside of the Southwestern Division?

A Yes, sir.

Q Does Cabot Shops operate outside of the Southwestern Division?

A Yes, sir.

Q You mentioned the Franks plant of Cabot Shops. When was that acquired by Cabot?

A It seems to me like it has been about a year. I don't know exactly.

Q Now, within the Southwestern Division setup has there ever [1953] been other companies besides Cabot Carbon Company, Cabot Shops, Inc., and Cabot Engineering Company?

A Yes, sir.

Q How about General Atlas Carbon Company?

A Yes, sir, and Texas-Elf Carbon Company.

Q Those at one time were all part of the Southwestern Division?

A Yes, sir.

TRIAL EXAMINER:

What became of those other companies?

THE WITNESS:

I don't know what happened to Texas-Elf. The last plant shut down, had two plants and both of them —

TRIAL EXAMINER:

Gone out of business?

THE WITNESS:

Gone out of business, and Cabot Carbon Company took over General Atlas Carbon Company.

Q (By Mr. Hillyer) Now, Mr. Stinson, has one or more companies in the Southwestern Division in the past had bargaining units represented by labor unions at plants which are no longer operating or in existence?

A Yes, sir.

Q Have you caused to be prepared, under your supervision, a document showing the bargaining units composing these bargaining — excuse me — will you strike that question?

I show you a document marked R (Stinson) 5 which is entitled, "Past Bargaining Units," and I ask you whether that document was prepared by your office under your supervision?

A Yes, sir.

[1954] (Thereupon, the document above referred to was marked Respondent's Exhibit No. (Stinson) 5 for identification.)

Q (By Mr. Hillyer) Does this document represent a description of the bargaining units that were included in

past union contracts either at plants that have gone out of existence or at plants which have been taken over by Cabot Carbon Company which were formerly owned by companies other than Cabot Carbon Company within the Southwestern Division?

A. Yes, sir.

MR. HILLYER:

In connection with the testimony of the witness we offer in evidence R (Stinson) 5.

MR. BAUER:

Well, I am going to object, Mr. Examiner, on the ground of irrelevancy. I will waive my best evidence rule objection.

TRIAL EXAMINER:

Isn't it a part of the past labor relations, the background in this case, Mr. Bauer?

MR. BAUER:

Well, these plants, first of all, are no longer in existence, Mr. Examiner, and they were taken over from other companies.

TRIAL EXAMINER:

Well, I think it's relevant as far as part of the history of the labor relations on the part of these employees.

I will admit it for that purpose.

(The document heretofore marked Respondent's Exhibit No. (Stinson) 5 for identification was received in evidence.)

[1931]

Q (By Mr. Hillyer) Now, Mr. Stinson, you have mentioned a meeting in Pampa which was attended by employee committee men. First, I would like to know what employee committee men attended that meeting; do all of them attend or just the chairman of a particular committee?

A Usually that's the case, just the chairman. If for some reason the chairman can't come sometimes the other committee men attend.

Q Now, would you describe just what happens at these meetings as a general rule, starting off with the beginning?

A Well, in the morning we start off with a session in which the supervisors from the level of plant superintendent up attend, and as their guests is the plant superintendents, guests the committee represents attending that meeting. At that meeting we have a formal program in which our officials talk to us on subjects of special interest. There are reports made on the different departments — well, first a report is made by some official on the over-all company situation as to the past, present and the prospects for the future. Then usually the various department heads report on their department the same way more in detail. We may have specialists in such as the man from Boston to talk to us on the retirement, insurance and things like that, and at the last meeting we had Dr. Doger from [1956] West Texas State College here. Our subject was, "All of Us Are Salesmen," I believe. It was an employee relations talk in reality. After that meeting, which sometimes usually is finished by noon; but sometimes it lasts longer and the last time it lasted, it ran into the afternoon, I believe — the supervisors meet with the various department heads to discuss their particular problems, and I meet with the committee representatives.

You want me to go on from there?

Q Yes, sir.

A At this meeting with the employee representatives I act more as moderator. I usually refer to some of the talks that are made and may add some of my own comments. I ask for questions because in the morning session there is no occasion for questions, and I bring up subjects which I know the employees are interested in because I have discussed with them in my visits to the plants, and just throw the meeting wide open for discussion on anything. In fact, I encourage discussions on anything the employee representatives want to talk about.

Q Are there any by-laws for the central committee?

A No.

Q How did the name central committee come about?

A I just don't know.

Q What is the so-called central committee in actual fact?

A Well, the central committee, as I see it, as I understand it, [1957] is an occasion when we are having this management meeting, it's an occasion to bring employee representatives from all the plants in to hear the big shots' story, and they find out more about our company and are able to take that back to the rank and file employees.

On the other hand, in the afternoon meeting it is a chance to have that communication come the other way for a medium for me to find out what the employees would like to tell us or suggest to us or what gripes they have.

Q Did you talk about at that meeting anything that anybody wants to talk about?

A That's right.

Q Do you have occasion to go into the functions of the credit union?

A Yes, sir, several times, and we call in other departments to answer questions and explain a situation and if the committee men want to know something about the credit union I will call the credit union manager in.

Q So there won't be any doubt about it there is no charge in this case that the credit union is a labor organization, Mr. Stinson.

Is your department directly responsible for the safety provisions contained in the Guide?

A No, we have a separate safety department.

Q Does that department also handle insurance matters?

[1958] A That's right.

Q Do you ever discuss that type of matters at the so-called central committee meeting?

A Yes, and call in the safety department to discuss that with them.

Q Are the committee men free to ask any questions they want to about the operation of the company's safety and insurance program?

A Yes, sir.

Q Are they free to ask any questions they want to about the prospects of wage increases?

A Yes, sir.

Q Do you negotiate wage increases with them at that meeting?

A No, sir.

Q Do you negotiate any additional benefits at that meeting?

A No, sir.

Q Is the purpose of that meeting to negotiate anything?

A No, sir.

Q Now, Mr. Stinson, you have testified previously about an allotment that is made to the Southwestern Division to take care of anticipated wage and benefit costs. About what time of the year do you get that allotment?

A Usually that's near the end of the fiscal year.

TRIAL EXAMINER:

What is the end of your fiscal year?

THE WITNESS:

September the 30th.

[1959] Q (By Mr. Hillyer) And when are increased wages or benefits generally granted to the employees?

A I would say the three months following the end of the fiscal year.

Q Mr. Stinson, I wish you would explain just how you are able to — when is this central committee meeting held?

A In the spring, March usually.

Q That's before you know what your allotment is going to be, I take it?

A Yes, sir.

Q Now, how are you able, Mr. Stinson, to distribute this allotment on a nearly equal basis within similar job classifications at all plants when you also have to negotiate union contracts with the union representing bargaining units at some of the plants?

A Well, our offer to the union is based on this allotment and their proportional part of it.

Q Has that offer always been eventually accepted?

A Yes, sir.

Q Now, Mr. Stinson, in September of 1955 there was an election held amongst the employees at the various plants in which various options were presented to the employees,

according to the testimony in the case. Would you please explain how that came about?

A The company or our committee, and which included me, of [1960] course, the operating committee, after hearing my report from meetings with the employees, the foremen, the superintendents, on the desire for that benefit and that benefit and so forth, we concluded we would like for the employees to vote on how they'd take their wage increase, whether or not they wanted it in benefits or part in benefits or part in wages or all in wages, and I had talked to the unions about this, the two unions we deal with — you want me to go ahead?

Q I wish you would go right ahead.

A The two unions were talked to about this thing and I suggested that although they agree to go along I suggested that each committee — well, we had this problem — on the over-all votes, suppose one plant would go one way and one the other, our accounting department wasn't willing to permit that and they were very much opposed to getting a bunch of different benefits at the different plants, so I asked the unions, both unions, about it and they said they would go along with the election on it but they wanted to check with the international about it to see if they could go along with the Southwestern Division, for instance, if they went one way and the Southwestern Division went one way they didn't know what they could do in that case, and both unions checked and decided they could not go along with the Southwestern Division.

TRIAL EXAMINER:

Could not?

THE WITNESS:

Could not. They would agree to go along with [1961] the balloting but not the over-all majority.

TRIAL EXAMINER:

In other words, they would go along with the plant they represented?

THE WITNESS:

Yes, sir, so I went back to our management then and we discussed it and we decided that we would permit a vote, plant by plant then, and absorb any additional cost of having different benefits at different plants.

Of course, I put up the argument they would all vote the same, that we wouldn't have any difficulty in getting that thing over, and so then we went ahead with the balloting on that basis.

TRIAL EXAMINER:

What was the result?

MR. HILLYER:

Just a second, Mr. Examiner. I want to introduce this.

Q (By Mr. Hillyer) Now, Mr. Stinson, was it necessary to use different forms of ballots at some of the plants?

A Yes, sir, and that might require some explanation. Along about that time we had written up more complete job descriptions of all the jobs at the furnace plants and the channel plants, and from a study of these job descriptions I concluded that the furnace plant operators had more responsibility than the channel plant operators. In turn I took that up with the different plant superintendents and depart-

ment heads and asked the union what they thought about a differential because here in Pampa the union at the channel plants and the furnace plants are [1962] under the same group, same union, and they thought there should be a differential, and the union checked with the channel plant operators and I checked with them to determine if they thought the furnace plant operators should get more than they did, and I also checked with people, other people at the plant that would get lesser of an increase under this voting than the operators would. I checked with the foremen as to what they thought of the equitable differential, and since the operating jobs are different at the furnace plants, the setup is a little different, the jobs didn't evaluate the same so there was a little difference in the concluded differential at the different furnace plants, so we had to have about four different sets of ballots, I believe.

Q Mr. Stinson, I show you what has been marked R (Stinson) 6 which is a document that bears a notation at the top, "This ballot was used everywhere except at furnace carbon black plants," and I ask you if that is one of the forms of ballots that was used in that election?

A Yes, sir, and that is the one used everywhere except furnace carbon black plant.

MR. HILLYER:

In connection with the testimony of the witness we offer in evidence R (Stinson) 6.

MR. BAUER:

No objection.

TRIAL EXAMINER:

All right, let the document as identified be admitted in evidence.

[1963] (Thereupon the document above referred to was marked Respondent's Exhibit No. (Stinson) 6 for identification and received in evidence.)

TRIAL EXAMINER:

And how about giving us a quick summary of the carbon black furnace plants.

MR. HILLYER:

This was used everywhere except in the carbon furnace plants.

TRIAL EXAMINER:

Do you know the plants by name; I don't know which ones are furnace plants and which are not. Can you give us a quick list of the furnace plants?

MR. HILLYER:

Mr. Examiner, suppose we do it this way. Let me ask the witness to which plants by name this ballot was submitted.

TRIAL EXAMINER:

Well, that's the same thing.

THE WITNESS:

This was submitted to none of the furnace plants.

Q (By Mr. Hillyer) No; what plant of any kind or department?

A The Kermit plant, Schafer A plant, Schafer B plant, R & D, oil and gas, and special group, C.E.C., Cabot Engineering Company, and so forth, miscellaneous, and at Cabot Shops, Inc.

Q Now, Mr. Stinson, I show you a document marked R (Stinson) 7 and ask you at what plant was that ballot used?

(Thereupon the document above referred to was marked Respondent's Exhibit No. (Stinson) 7 for identification.)

[1964] TRIAL EXAMINER:

What is the title of that type of ballot?

THE WITNESS:

This is the ballot for the Ville Platte plant.

Q (By Mr. Hillyer) Now, Mr. Stinson, why was it necessary to use a different ballot for the Ville Platte plant?

A The duties and responsibilities of the operators at the Ville Platte plant are quite different from the operators at the Canal plant.

Q All right, sir. Does this ballot provide a different increase for the Ville Platte plant operators than for the Canal plant operators?

A Yes, sir.

MR. HILLYER:

In connection with the testimony of the witness we offer in evidence R (Stinson) 7.

MR. BAUER:
No objection.

TRIAL EXAMINER:
All right, let the document as identified be admitted in evidence without objection.

(The document heretofore marked Respondent's Exhibit No. (Stinson) 7 for identification was received in evidence.)

Q (By Mr. Hillyer) Mr. Stinson, I show you a document marked R (Stinson) 8 and ask you at what plant that ballot was used?

A At the Canal plant at Franklin.

(Thereupon the document above referred to was marked Respondent's Exhibit No. (Stinson) 8 for identification.)

[1965] Q (By Mr. Hillyer) That is a copy of the form of ballot that was used at the Canal plant?

A Yes, sir.

Q Why was it necessary to use a separate ballot at the Canal plant?

A Because as I explained in the question before, the duties and responsibilities of the operators are different at the Canal plant and the Ville Platte plant.

Q Mr. Stinson, I show you a document marked R (Stinson) 8 —

TRIAL EXAMINER:
Did you offer that last one?

MR. HILLYER:
I thought I did, but I guess I didn't.

In connection with the testimony of the witness we offer in evidence R (Stinson) 8.

MR. BAUER:
No objection.

TRIAL EXAMINER:
All right, let the document as identified be admitted in evidence.

(The document heretofore marked Respondent's Exhibit No. (Stinson) 8 for identification was received in evidence.)

Q (By Mr. Hillyer) Mr. Stinson, I show you a ballot marked R (Stinson) 9 which bears the notation at the top, "This ballot was used at Pampa and Dixon plants," and ask you whether this is a copy of the ballot that was used at the Pampa and Dixon plants?

A It is.

[1966]

(Thereupon the document above referred to was marked Respondent's Exhibit No. (Stinson) 9 for identification.)

Q (By Mr. Hillyer) I take it there was for the same reason as explained with regard to the Ville Platte plant and the Canal plant, there was a difference in the job duties and responsibilities and, therefore, there was some difference in the form of the ballot, is that correct?

A That's right.

MR. HILLYER:

In connection with the testimony of the witness we offer in evidence R (Stinson) 9.

MR. BAUER:

No objection.

TRIAL EXAMINER:

Let the document identified be admitted in evidence.

(The document heretofore marked Respondent's Exhibit No. (Stinson) 9 for identification was received in evidence.)

Q (By Mr. Hillyer) Now, Mr. Stinson, do you recall whether or not at the 1955 meeting held in Pampa at which employee committee men were present any question was asked you by Ed Wilgus with regard to whether or not a vote on wages and benefits, if one was forthcoming, could be held on a plant by plant basis rather than on a division-wide basis?

A Yes, I remember that.

Q Did that question have anything at all to do with your [1967] ultimate decision to hold this election on plant by plant basis?

A No, it did not, because, although the minutes do not show it, I explained at that meeting that at that time that we were asking the unions to go along on an over-all Southwest basis and that I hadn't heard — they had asked their International Representative — and I hadn't heard their report on it.

Q Now, at that time, Mr. Stinson, you did not know, did you, what the increase would be?

A No.

Q Were you talking about what would happen if an increase came along?

A Yes, that's right. I reported to the committee representatives, employee representatives, what management was thinking in terms of employees determining for themselves how they would take their pay increase.

Q And you had discussed the same thing with some of the union committee?

A Yes, with the foremen, at employee group meetings at some of the plants.

Q You have referred in your testimony at several points to employee meetings at the plants. Are you referring to general meetings of employees or meetings of the employee committee?

A General meetings of the employees.

Q Does the company conduct any employee relations program [1968] which are — which consist of general meetings of employees or considerable groups of employees?

A Yes.

Q What is that called?

A JRT.

Q What do those letters stand for?

A Job Relations Training.

Q Do the employee committees have anything to do with that?

A No.

Q Do the union committees have anything to do with that?

A No.

Q Do you at those meetings that you attend or that your representatives attend receive information as to the wishes and desires of employees?

A Yes, we throw the meeting wide open for discussion, yes, sir, or gripes.

Q Would you say that that portion of such meetings resembles the portion of the Pampa meeting at which you act as moderator?

MR. BAUER:

Objection. That is a conclusionary question.

TRIAL EXAMINER:

Well, without answering the question as stated, just explain the likeness and unlikeness of those types of meetings, in other words, explain any differences that might be between them.

THE WITNESS:

Well, the open forum session of the JRT meetings with the employees is quite similar to the meeting I [1969] have with the employee representatives in Pampa.

TRIAL EXAMINER:

Except that you have all employees?

THE WITNESS:
All employees.

TRIAL EXAMINER:
At one and at the other one you have just committee men, but you discuss similar matters?

THE WITNESS:
That's right.

TRIAL EXAMINER:
All right, is there any other differences?

THE WITNESS:
Well, at the JRT meetings we usually have some formal program to start with, talk on some subject and we —

TRIAL EXAMINER:
By whom?

THE WITNESS:
By me or by the plant superintendent or the district superintendent. We present their certificates to those that are taking the course and discuss the course and what they think about it, and then throw the meeting wide open for general discussion or open forum.

TRIAL EXAMINER:
Is that JRT meeting composed of a group of employees that have taken a certain type of training course?

THE WITNESS:
That's right.

TRIAL EXAMINER:

And with relation to this training course is it after they have completed the course or before?

THE WITNESS:

After they have completed it.

TRIAL EXAMINER:

At the conclusion of their training.

THE WITNESS:

Yes, sir, and then we go back later with a program as a refresher, usually with a movie along the line and have a repeat performance.

[1970] Q (By Mr. Hillyer) Is that course available to all of your employees?

A Yes, it has been, I believe, available to all employees, all regular employees, I would say anyway.

TRIAL EXAMINER:

Is it optional or is it required?

THE WITNESS:

No, sir, it is optional.

Q (By Mr. Hillyer) Now, we have been discussing an election that took place in 1955 at which various options were allowed to the employees. Prior to that election what had been the company policy about granting general changes in wage increases — I mean granting general wage increases and changes in general benefits of other kinds?

A Well, we had at times had elections where the employees vote on certain benefits. We had granted such bene-

fits or, say, set the wage or whatever you would call it without an election.

Q If it was just a wage increase, why, it was usually announced. Usually benefits were involved as a part of it and we let the employees vote on it.

Q Had you ever had similar elections —

MR. BAUER:

Excuse me. I move to strike the vague testimony that sometimes there were employee elections on benefits, unless the time and place is specified.

MR. HILLYER:

Mr. Examiner, that's a matter for cross examination.

MR. BAUER:

I don't think it is, Mr. Examiner. I think the [1971] witness should specify.

TRIAL EXAMINER:

Well, the objection seems to not being more specific. Would you be a little more specific when those were granted?

THE WITNESS:

I can't remember the dates, but several years before this we had had a similar ballot, put out a similar ballot, but it wasn't this complicated, at all our non-union plants and when we have a change in our benefit program, including hospitalization, life insurance, and retirement and savings annuity we usually explain that the employee — we consider the employee who is ready to sign for it also voting for it. We do two jobs at the same time, sign for the new pro-

gram, and sometimes we have just had votes at the plant and oral votes on the group meetings of employees to hold up their hand.

Q (By Mr. Hillyer) Have you ever had occasion to conduct elections or cause to be conducted elections at individual plants to find out the wishes of the employees at the individual plants in regard to a matter affecting them?

A What's that? I don't know whether I got that.

Q Have you ever had occasion to cause elections to be conducted at an individual plant to determine the wishes of the employees at that plant with regard to a matter that affected them?

A Separately from —

Q I am not speaking, Mr. Stinson, of general wage increases [1972] or matters of that kind.

A I am sure we have. I am trying to think of an occasion. Yes, well, they vote a lot of times on whether they will take the holiday or Saturday at the plant.

Q Now, Mr. Stinson, in connection with this election in 1955 — first, did your office supervise the preparation of those ballots?

A Yes, sir.

Q What instructions did you give as to how those ballots were to be submitted to the employees?

A The ballots to the union plants were to be distributed to the union committees and the ballots at the non-union operations were to be sent to the supervisor in charge.

Q What instructions did you give to the supervisors as to how they were to be given to the men?

TRIAL EXAMINER:

The non-union plants?

MR. HILLYER:

The non-union plants.

A I don't remember giving them any instructions.

Q (By Mr. Hillyer) Do you know whether the employee committees at any of the plants handle the distribution of those ballots?

A I do not.

Q Now, Mr. Stinson, in connection with that election do you recall any difficulty arising with regard to the Mills R & D plant operators?

A Yes, sir.

[1973] Q Would you state your best recollection of what took place?

A Yes, I was — I had been going to the different plants on this differential and working with the supervisors and the operators and the other employees of the plants as well as the operators at the channel plants, and I had formulated the ballots for the various furnace plants, the ballots that have been presented here, and I had told my office to type a general ballot for everybody else, and I was down, I believe, at the Canal plant when Mr. Art Dobbin called me.

TRIAL EXAMINER:

The Canal plant?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:

Oh, you were in Franklin?

THE WITNESS:

Yes, I was in Franklin when he called me.

TRIAL EXAMINER:

He called you from where?

THE WITNESS:

From Pampa here, and I would say he was pretty hot, sir. As I remember the conversation he says, "You have thrown me a curve," and I said "What's that, Art?"

And he said, "What are you trying to do to my operators?" Well, just in an instant I realized that I had overlooked the R & D pilot plant operators in working out this inequity proposition between the furnace plant operators and the channel plant operators, and I said, "My God, Art, I just overlooked that," and I told him that I sure do not place the pilot plant operators in the same class as far as responsibility is concerned as the channel plant operators, and then he discussed with me, as I [1974] remember it, some figures he had worked up and, of course, I explained to him why the differential between the different furnace plants, briefly, but I found that before he called me he had done quite a little figuring on the thing, and I mentioned that they had shift differential out there and he said, "Yes, I have taken that into consideration in my figures here."

Well, he suggested that the pilot plant operators ought to be ten cents instead of eight and I agreed with him and told him he could go ahead on that basis, and I said to him, I said, "I wish you would call a committee meeting since I am not in Pampa and explain the situation and apologize for me and just tell them that frankly that I had overlooked them, that I was very much embarrassed about it but that I had overlooked the pilot plant operators."

Q (By Mr. Hillyer) What significance did the shift differential have in regard to that ten-cent increase as opposed to a twelve-cent increase?

A Well, the shift differential amounts to additional money. The shift differential at the carbon plants where the operation is regular is built into the rate, in other words, instead of taking five cents off of the day shift and adding it up on the morning shift, graveyard shift, get the same rate and, incidentally it is more an even pay each pay period that way, but at R & D the shift work is more sporadic and there may not be an even distribution of the different shifts.

Q Now, Mr. Stinson, how were you in a position to authorize Mr. Dobbin to place into effect an additional two cents if your total amount of money you could spend for the increase had already been established?

A Well, we always have a little bit left over for just such cases as that and, of course, after I gave that authority, which is a little bit unusual but this is kind of an unusual case, too, in fact, the bee was on me, but I immediately called my boss, Mr. Burdette.

TRIAL EXAMINER:
Where?

THE WITNESS:
In Pampa. I believe he was in Pampa.

TRIAL EXAMINER:
Well, who is your boss?

THE WITNESS:
Mr. Burdette.

TRIAL EXAMINER:

Who is he?

THE WITNESS:

General manager of the Southwestern Division, and told him above it and he said it was all right. I said, "I haven't had time to figure the total cost but since I know so few men are involved I know it won't run over the amount we have been allocated on the basis of annual cost."

Q (By Mr. Hillyer) I take it, Mr. Stinson, that in allocating the amount that had been authorized, the total annual amount that had been authorized, there is of necessity a little reserve left?

A Well, yes, because you had better not go over it, you know, better to stay a little under it. You can't go over it [1976] so you have got to stay under it.

Q Do I understand your testimony to be you were then of the opinion that the amount involved would be less than that small reserve that was left?

A Yes, sir.

TRIAL EXAMINER:

Did your boss, Mr. Burdette, O. K. the adjustment you made?

THE WITNESS:

Yes, sir.

MR. HILLYER:

May we have a short recess, Mr. Examiner?

TRIAL EXAMINER:

All right, we will take a short recess.

(Short recess.)

TRIAL EXAMINER:

Let's proceed, gentlemen.

Q (By Mr. Hillyer) Mr. Stinson, I show you a volume entitled, "The Guide," and marked R (Stinson) 10. I ask you whether this document, if this volume is a copy of the Cabot Guide as presently in force and effect?

A It is.

(Thereupon, the document above referred to was marked Respondent's Exhibit No. (Stinson) 10 for identification.)

Q (By Mr. Hillyer) At frequent intervals in this hearing reference has been made to the Guide. You have heard at least part of the testimony in this hearing, have you not?

A Yes, sir.

Q Is this volume the volume to which the testimony refers to [1977] in general?

A Yes, sir.

Q Does this volume contain the sheets applicable to all plants in the Southwestern Division of the Cabot Carbon Company?

A Yes, sir.

Q Is it true that in certain departments of the Cabot Carbon Company the Guide furnished them does not contain sheets applicable to other departments?

A That's correct.

Q But this volume R (Stinson) 10 is the over-all Guide applicable to all departments, is it not?

A That's correct.

MR. HILLYER:

In connection with the testimony of the witness we offer in evidence R (Stinson) 10.

MR. BAUER:

No objection.

TRIAL EXAMINER:

All right, let the document identified be admitted in evidence without objection.

(The document heretofore marked Respondent's Exhibit No. (Stinson) 10 for identification was received in evidence.)

Q (By Mr. Hillyer) Now, Mr. Stinson, where is company policy found?

A In the Guide.

Q Are there any company policies not in the Guide?

A Yes, there are some. The Guide doesn't necessarily cover [1978] all policies. Some policies are established by long practice that are not in the guide, I am sure.

Q Mr. Stinson, I call to your attention an election held at Ville Platte — I beg your pardon — at the Canal plant in the fall of 1954 with regard to plant seniority. Do you remember anything about that election?

A Yes.

Q Would you explain just how that came about?

A Yes, that was, I remember the problem there very distinctly because it was referred to me sometime before that. Several months before this meeting we transferred two employees from Schafer, one of the Schafer plants, I have forgotten which, to the Canal plant. The employees' names were Evans and Stafford, and some of the local employees, well, Hank Ayres called me and said the transfer of these two employees in here has been somewhat disturbing to the local employees.

* * * *

[1980] Q (By Mr. Hillyer) Would you continue, Mr. Stinson?

A Mr. Ayres reported that there was some concern, quite a bit of concern, about the two employees being transferred into the plant and that there was some questions coming to him and some talk about plant seniority.

Sometime later I told him, well, if he thought there was enough interest to justify it we could sure have an election to determine whether or not the employees wanted plant seniority. As I remember it in talking to him on the regular call on some other business I brought up the question again and he said, "Well, the employees had learned that these two fellows were relatively low in seniority with the company and they didn't seem to be much more, there didn't seem to be much more concern about it."

Then, the occasion came up where one of the fellows bid on an operator's job and Mr. Ayres and I talked to — Mr. Ayres and Mr. Paulsen both — about it and I believe this time Mr. Paulsen told me that the plant seniority issue was

very hot even though they hadn't awarded this operator's job to this fellow Stafford.

* * * *

[1981] A (Continuing) But he wanted me to talk to Hank about it, that is, Mr. Ayres, because he was more familiar with the situation, and later on during the telephone conversation, why, I did talk to Hank and he said that there was a rumor going around at the same time this happened that the Hobbs plant was shutting down and a bunch of old men were going to be transferred from Hobbs into the Canal plant and go ahead of these fellows, and that he was convinced that it was time to have an election, that a majority of the employees favored plant seniority, and I told him, I said, "Well, I don't want to have an election when the fellows have been upset by an erroneous report." I told him it was a fact that the Hobbs plant was being shut down but I had been working with the supervisors and I was pretty sure that all the Hobbs employees had been placed elsewhere and that I thought that two things should be done before they had that election. One was to get a letter from Mr. Wooley as to whether or not any Hobbs employees were to be transferred to Canal, and another thing someone should explain to the employees the advantages and disadvantages of each plant, each system of plant seniority and company seniority and that I thought Doug Stiel, since I couldn't come down, would be a good men to do that explaining.

The following day on the telephone in a conversation with Canal I was informed that the committee had filed a grievance.

TRIAL EXAMINER:

Canal?

[1982] THE WITNESS:

Yes, and asked for an election to determine, I believe, whether they had company seniority or plant seniority.

Q (By Mr. Hillyer) Did you determine to authorize the election for plant seniority before or after you knew anything about the plant committee having raised the question?

A Well, the authority for having that election is a standing authority that I think I have given to everyone, but the suggestion as to the time to have it and recommended time to have it was before I heard of the grievance from the committee.

Q Mr. Stinson, there has been testimony in this record about the use of part of a vacation as a hold-back for an employee to use in lieu of sick leave. Do you recall how that company policy came to be established?

A Yes, sir.

Q Would you explain the circumstances?

A Yes, Verne Berry, an employee out at Schafer B plant, came by my office. At that time he was chairman of the Cabot union committee for the three Cabot plants, but he just dropped by my office as employees do and remarked to me —

* * * *

[1984] THE WITNESS:

Verne Berry dropped into my office and I made the remark, "Why wouldn't it be a good idea to save a week of our vacation for sick leave purposes," and Wood asked me if the company would permit that. I said, I told him that it sound-

ed like a pretty good idea. We had never been permitted to accumulate vacation from year to year but for this special purpose it sounded like a darned good idea. I would do some checking into it. I immediately checked with the payroll department to see how much complication it would cause in the payroll, and the next place I checked was with the plant office managers to see how complicated it would make life for them.

I didn't run into too much opposition from either one. Then I started talking to the superintendents, foremen ,and at every meeting I attended I brought up the subject and asked what they could see wrong with it, if anything, if it was a good idea, and not too long after that I met with this union committee.

TRIAL EXAMINER:
Where?

THE WITNESS:
Here in Pampa.

[1985] TRIAL EXAMINER:
What union committee was it?

THE WITNESS:
Representing the three carbon black plants here in the Pampa area, and we discussed it at that meeting and then I got approval from our operating committee and put it into effect.

Q (By Mr. Hillyer) Was Verne Berry present at that meeting you referred to about the union committee?
A Yes.

Q He was the man that had originally suggested the idea to you?

A That's right.

Q Mr. Stinson, on the documents which have been introduced in evidence as R (Stinson) 6, 7, 8 and 9, which were the ballots used in connection with the 1955 election for wages and benefits there is contained an announcement regarding three weeks vacation after 15 years and four weeks vacation after 25 years. Was such a vacation placed in effect on January 1st, 1956?

A Yes, sir.

Q Would you explain how that vacation policy came to be established?

A Well, it came to be established by that ballot, of course, but the reason for putting it on the ballot, concluding that that should be included, the cost calculations were pretty small to start with for those older men, and in the second place so many people had expressed a desire for three weeks vacation [1986] after 15 years. The union committees, these group employee meetings we had with our JRT, but more especially these foremen meetings, because the foremen, more of them came in the 15 and 25 year brackets than did the rank and file. The foremen were very strong for this, in other words.

Q And was that company policy decided upon after you had received all of this information that you have spoken of?

A Yes, sir, and after I presented it to the operating committee.

Q Mr. Stinson, in the 1954 meeting in Pampa do you recall whether or not Ed Wilgus asked if the company would be willing to do anything about the annual sick leave plan for the Canal employees?

A Let me review that. It seems to me like he just asked us to help the committee or the employees work out a plan for themselves in that '54 meeting.

Could I look at the minutes to see?

Q Mr. Stinson, in order to refresh your recollection I am showing you the minutes of the meeting of March 17, 1954.

TRIAL EXAMINER:

That was one of the so-called central committee meetings?

MR. HILLYER:

Yes, sir.

Q (By Mr. Hillyer) Does that refresh your recollection?

A Yes, that's the occasion.

Q Would you explain just what that was all about?

[1987] A Yes. I explained to Ed at that meeting that Cabot Shops employees — well, let me say this to start with. Under our present sick leave program there is no pay for the first three days and that's the part that they were talking about, was some sick leave pay for the first three days off sick, and I explained to Ed that the shop employees had attempted to buy that insurance through insurance companies and they had given it up as being too expensive, and I suggested that he take it up with local insurance people down in Louisiana.

TRIAL EXAMINER:

You suggested that to Ed Wilgus?

THE WITNESS:

Yes, sir, and then he brought up the question of forming a mutual company, and I told him that I would suggest that he go to our company attorneys at Franklin and find out just what complications he would have and how to go about organizing a mutual company.

Q (By Mr. Hillyer) Did this discussion involve something that the employees might want to do for themselves or something the employees wanted the company to provide for them?

A This was something the employees wanted to do for themselves and were asking the company to help them work it out. That is about the sum and substance of it.

* * * *

[1989] CROSS EXAMINATION

Q (By Mr. Bauer) Mr. Stinson, do you recall when the first Cabot Guide came out?

A No, sir, I can't, Mr. Bauer.

Q Was it after the war?

A Yes.

Q Now, from your testimony I take it that your authority to negotiate a contract insofar as wage raises are concerned is limited by the total amount of money allotted to the Southwestern Division for that purpose, is that correct?

A Well, it's been that way, yes, sir.

Q So if the union should make a demand in excess of what you have been allotted you could not grant it without checking with higher authority, is that correct?

A I would have to arrange for a new appropriation.

Q But within the allocation of wage funds made to you you have authority to make distribution among the various groups as you deem best?

A Not entirely.

Q Does Mr. Burdette limit you?

[1990] A Well, that's usually discussed at the time or prior or at the time and prior to this allotment with Mr. Burdette and other officials.

Q Can you explain that a bit more, Mr. Stinson?

A Well, I never had that question come up before. Ask me that — will you repeat that question, Mr. Bauer, and I will see if I can answer it. I am going to have to make a presumption, I think.

Q I was trying to find out whether you had or Mr. Burdette more or less had final authority to allocate the wage and salary fund given to the Southwestern Division by the home office in Boston.

A First it is definitely my responsibility. That's one of my jobs. I am working, though, for Mr. Burdette and advise with him under certain conditions. Does that answer your question?

Q I think it does, yes, sir.

What I am driving at, maybe to clarify it a bit, if the total wage fund given to you is $5,000,000 it would be up to you more or less to see how it was distributed in the Southwestern Division?

A That's right.

Q Calling your attention to the negotiations which led to a union contract at the Canal plant, is it not a fact that at that time the union insisted that the employee committee be abolished?

[1991] A As I remember it the union's contention at that

time was that they ought to, the union should assume the functions of the employee committee.

Q And that function at that time was only the flower fund, was it not?

A No, suggestions and safety. That was mentioned. Yes, that was definitely their desire to assume the functions as the committee handling suggestions and safety.

TRIAL EXAMINER:

Was there any difference in the functions of the committee at the Canal plant at that time than there were at any other non-union plant?

THE WITNESS:

You mean before the union came?

TRIAL EXAMINER:

Yes.

THE WITNESS:

There shouldn't have been any difference.

Q (By Mr. Bauer) Now, shortly after the union came in it became more of a suggestion and flower committee?

A Let me get that straight.

Q Now, shortly after the union was certified at the Canal plant the Canal committee employee committee then became more of a suggestion and flower fund committee?

A Oh, the employee committee, I think, was more or less standing by, actually.

Q Well, is it not a fact that the union wanted a contract clause providing for the abolition of all committees?

A I don't believe that was mentioned in the negotiations. I [1992] don't remember whether it was in the proposal or

not. There was a lot of things in that proposal that there was very little, if any, discussion on. They didn't insist on it going in the contract, Mr. Bauer, I am sure.

* * * *

Q Now, in the war production days the main aim of establishing management-employee committees was to help production, was it not?

A Yes, that was the over-all aim.

Q And to help that program the Board made suggestions for the functions of these committees?

A Yes, sir.

Q Now, do you recall the specific functions they suggested?

A Yes, I recall some of them. They suggested every function that we had in our purpose. I remember that very clearly.

Q And insofar as the grievance function was concerned there was a desire to avoid lost production because of low morale or [1993] work stoppages, would you say that is correct?

A Yes, sir.

Q So that one of the aims of having a grievance procedure was to get disputes or grievances settled right on the spot?

A Yes, sir.

TRIAL EXAMINER:

Do you remember what year that came up in?

THE WITNESS:

Yes, sir.

TRIAL EXAMINER:
What year was it?

THE WITNESS:
1943.

TRIAL EXAMINER:
All right, go ahead.

THE WITNESS:
That is right, 1943.

Q (By Mr. Bauer) And that meant that management would have the power in the local plants to settle grievances or complaints on minor disputes, is that not correct?

A No, that's not my thinking on it. My thinking on it is it would afford the employees a medium for bringing up grievances rather than managing power.

Q Naturally, and the desire of the War Labor Board, I assume, was to get the grievances settled quickly, is that correct?

MR. HILLYER:
Mr. Examiner, I think counsel can phrase his questions a little better rather than inquiring into the War Labor Board in 1943.

TRIAL EXAMINER:
Well, the witness said he thought that was one of the things.

THE WITNESS:
May I comment a little here? That was also [1994] the desire of our management.

Q (By Mr. Bauer) And on those complaints, gripes, or disputes which affected local plant policies on minor matters your management had the authority to settle them as they saw best, is that correct?

A Yes.

Q And your management has always continued to have that authority?

A Yes, sir, before then and since then.

Q Now, on the elections which from time to time have been conducted by the company, is it not a fact that at some plants the committee men have frequently helped in the conduct of those elections?

A I wouldn't know except I feel that they have, yes, sir.

Q I will accept your hearsay testimony on that.

A I think if the plant management asked them to help they would help.

Q You know that occurred certainly in some instances?

A I feel that it did. I don't know it of first-hand knowledge.

Q Now, you testified there was some policies which are not in the Guide, is that true?

A Yes, I am sure there are.

Q Where would they be?

A Well, they'd be in the minds of certain people, I guess, and known to employees as well as management through long [1995] practice.

Q Are there also situations for which in fact no policy exists?

A Like what?

Q Are there also situations for which no policy exists?

A I suspect so.

Q Well, you know so, don't you, Mr. Stinson?

A Yes, sir, certain situations.

Q Now, did the War Production Board suggest that the grievance procedure be restricted to policies set forth in the Cabot Guide?

A There wasn't any Cabot Guide.

Q Did it suggest it be restricted to establishment of Cabot policies?

A I don't remember any such restriction.

Q When you received the several phone calls from Mr. Paulsen and Mr. Ayres at the Canal plant relative to the discontent of the employees about company seniority, is it not a fact that one of those phone calls was made while either Mr. Paulsen or Mr. Ayres was at an employee committee meeting?

A Yes, sir. I don't know whether they were at a committee meeting or had just had a committee meeting.

Q That was the employee committee meeting?

A Yes, sir. That is the third phone call that I remember on that subject.

[1996] Q You are not in a position to testify how these matters came to the attention of Mr. Paulsen or Mr. Ayres, are you?

A No, except hearsay.

Q You related a sequence of events in which Verne Berry brought up the suggestion that one week of vacation time could be used as emergency sick leave?

A Yes, sir.

Q And you thought it was a good idea?

A It sounded like a good idea at the time.

Q You would consider that a good idea from anyone?

A Oh, yes.

Q And if you thought it had merit you would go ahead and recommend some action on it?

A First I would do a lot of checking, because from ex-

perience I have found out that some of these suggestions that look so good at first, that when you get into them they don't turn out to be so good.

Q But you would not discriminate as to the source of ideas?

A No, sir.

Q If a union man suggested an idea you would have an open mind on it, would you not?

A Yes, sir.

Q And if a non-union man suggested an idea you would have an open mind on it?

A Yes, sir.

[1997] Q And if a foreman suggested an idea you would have an open mind on it?

A Yes, sir.

Q And a committee man, you would have an open mind on it?

A Yes, sir.

Q And if a committee man assembled at the central committee meeting brought forth some good idea you would have an open mind on it?

A Yes, sir.

Q So it is not your testimony you disregarded the request for ideas of the committee men either as individual committee men or either as committee men assembled in the central committee meetings?

A No, sir.

* * * *

REDIRECT EXAMINATION

* * * *

[1998] Q (By Mr. Hillyer) After the by-laws for the plant committees or employee committees had been originally adopted in 1943, which I believe you testified, were they at a later time included in part of the Cabot Guide?

A Yes, sir.

* * * *

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Section 8 (a) (2)	6, 7, 9, 12, 35
Section 9 (a)	8, 13, 36

Miscellaneous:

93 Cong. Rec. 4196, 2 Leg. Hist. (1947) p. 1103	13
93 Cong. Rec. 6443, 2 Leg. Hist. (1947) p. 1539	13
Hearings before the Committee on Education and Labor, U.S. Senate, 74th Cong., 1st Sess. on S. 1958, pp. 66-67, reprinted in 1 Leg. Hist. (1935), p. 1331	11
House Conference Report No. 510, 80th Cong., 1st Sess., on H.R. 3020; 1 Leg. Hist. (1947) pp. 505, 540	12, 13
H. Rep. No. 245, 80th Cong., 1st Sess., p. 33, reprinted in Vol. 1, Legislative History of the Labor Management Relations Act, 1947 (Govt. Print. Off., 1948) p. 324	8, 12
2 Legislative History of the National Labor Relations Act, 1935, (Govt. Print. Off., 1935) p. 2309	10
H.R. 3020, 80th Cong., 1st Sess., reprinted in 1 Leg. Hist. (1947) 183	8, 12
Memorandum of March 11, 1935, prepared by William M. Leiserson, then Chairman of the National Mediation Board, for the Senate Committee, comparing S. 1958 (74th Cong., 1st Sess.) with S. 2926 (73d Cong., 2d Sess.), p. 22, reprinted in 1 Leg. Hist. (1935) p. 1347	11
S. Rep. No. 573 on S. 1958, 74th Cong., 1st Sess., p. 7; 2 Leg. Hist. (1935), p. 2306	10
U.S. Dept. of Labor, Bureau of Labor Statistics, *Characteristics of Company Unions*, 1935 (Govt. Print. Off., 1938), pp. 199, 204	11
Webster's New International Dictionary (1958)	7

In the Supreme Court of the United States

OCTOBER TERM, 1958

No. ——

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

CABOT CARBON COMPANY AND CABOT SHOPS, INC.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

The Solicitor General, on behalf of the National Labor Relations Board, prays that a writ of certiorari issue to review the decision of the United States Court of Appeals for the Fifth Circuit, issued June 9, 1958, denying enforcement of an order issued by the Board against Cabot Carbon Company and Cabot Shops, Inc.

OPINIONS BELOW

The opinion of the court below (Appendix A, *infra*, pp. 15-33) is not yet reported. The findings of fact, conclusions of law and order of the National Labor Relations Board (R. 89-145, 156-162)[1] are reported at 117 NLRB 1633.

[1] The record here consists of the transcript of record and the joint appendix filed in the court below. References to them are designated, respectively, "R" and "J.A."

JURISDICTION

The court below entered its judgment on June 9, 1958 (Appendix A, *infra*, p. 34). The jurisdiction of this Court is invoked under 28 U.S.C. 1254, and Section 10 (e) of the National Labor Relations Act, as amended.

QUESTION PRESENTED

Whether employee committees maintained by the employer for the purpose of meeting regularly with management and discussing problems of mutual interest, including employee grievances in non-union plants and departments—and which in practice have discussed, complained about, and made recommendations concerning seniority and transfer of employees, improvement of working facilities, vacations, sick leave and various other matters affecting employment—are labor organizations within the meaning of Section 2(5) of the National Labor Relations Act.

STATUTE INVOLVED

The relevant provisions of the National Labor Relations Act, as amended (61 Stat. 136, 29 U.S.C. 151, *et seq.*), and of the Act prior to its amendment (Act of July 5, 1935, c. 372, 49 Stat. 449, 29 U.S.C. 151, *et seq.*) are set forth in Appendix B, *infra*, pp. 35-36.

STATEMENT

I. THE BOARD'S FINDINGS OF FACT

Cabot Carbon Company and Cabot Shops, Inc., are subsidiary corporations of Godfrey L. Cabot, Inc., and are referred to jointly as Cabot. During World War II, the War Production Board encouraged critical war industries, including Cabot, to set up joint "labor-

management committees" as part of the war effort to promote increased production (R. 106; J.A. 206, 216-217, 898). Accordingly, pursuant to instructions from Cabot's Director of Industrial Relations for the Southwestern Division, employee representatives from each of Cabot's plants were elected and held a conference with the Director at Pampa, Texas, for the purpose of drafting by-laws for employee committees which were to be established at each of the plants (R. 100-101; J.A. 208, 218, 898-899). These by-laws were thereafter approved by the employees and management at all the plants in Cabot's Southwestern Division and a copy was sent to the War Production Board (R. 101; J.A. 900-901, 259-260).

After the war, the by-laws were included and published in the Cabot Guide, a company-wide policy manual (R. 101; J.A. 204-205). Except for minor revisions, they are still in effect and are recognized as part of company policy (R. 101; J.A. 666, 705-706, 929-930).

The purposes of the Employee Committees, as stated in the by-laws, are to bring about a better understanding between employees and management and to provide a definite procedure for considering employees' ideas with respect to problems of mutual interest, such as, for example, safety, increased efficiency in production, conservation of supplies, materials and equipment, encouragement of ingenuity and initiative, and grievances in non-union plants or departments (R. 101-102; J.A. 152). The by-laws provide for annual elections of Committee representatives to be conducted at each plant and with Company assistance. They further provide that the Committees should meet with management at regular monthly meetings and attend any special meetings called by management; that they should make recommenda-

tions to management on suggestions from employees in accordance with a "Plan" to encourage written suggestions with respect, *inter alia*, to "improving working conditions"; that the Committees might call meetings on the employees' own time if, in the judgment of the Committees, this was necessary; and that they should handle grievances in non-union plants and departments (R. 103-106, 108; J.A. 154-159).

Cabot's policy manual, in addition to incorporating the Committees' by-laws, sets forth a seniority policy for non-union plants and departments and provides that seniority lists shall be furnished the Committees and that any deviations from those lists shall be discussed with the Committees. If the Committees are dissatisfied with Cabot's explanation for the deviations, the Committees may file grievances under the regular grievance procedure prescribed in the policy manual (R. 109-110; J.A. 162-167). That grievance procedure provides that in non-union plants and departments the aggrieved employee may handle his grievance personally or through the Employee Committee; that it shall be the Committee's duty to consult with supervisory personnel, consider all the evidence, weigh the facts, and set out in writing its reason for believing the grievance has merit before filing a formal grievance with management (R. 108-109; J.A. 160-162).

The by-laws do not provide for any formal organization. There are no membership requirements, no dues, and no officers. The Committees have no funds and rely upon clerical assistance and other facilities furnished by Cabot when necessary for their activities and functions (R. 107, 122; J.A. 518-519). Organization is limited to the election of committeemen and alternates

to serve on Employee Committees at each of the plants and installations (R. 107; J.A. 152).

Although there is no provision in the by-laws for a "Central Committee," such a committee, composed of the chairman of each of the plant Committees, meets once a year with top management at the Pampa office of Cabot's Southwestern Division (R. 112-113; J.A. 243-244). At these meetings, the Central Committee hears management's views and discusses with management matters of mutual interest, employee suggestions, recommendations, and complaints (R. 113; J.A. 517-59, 65-70, 77-88, 242-243).

Between October 1954 and the date of the hearing before the Board in 1956, the Employee Committees discussed, complained about, made requests and recommendations, or otherwise dealt with Cabot, with respect to seniority and transfer of employees, job classifications, job bidding, improvement of working facilities, overtime records and time cards, the merit system, layoff and makeup time, working schedules, vacation and sick leave, holidays, allocation of company houses and other matters affecting their employment (R. 110-112, 119; J.A. 19-39, 42-43, 45, 48, 50-57, 90, 92-96, 99, 101-110, 112, 114-15, 118-119, 122-142, 339-359, 469-475, 477-483, 555, 570-577, 635-650, 707-708, 743, 762, 779-780, 803-824, 826-832, 841-844). The Central Committee at its 1955 and 1956 annual meetings with management made proposals and had discussions with respect to similar matters (R. 113; J.A. 57-60, 65-88). While the Committees have never attempted to negotiate a contract, the dealings between them and management have provided, as the Board found, "a forum for discussion of mutual problems, exchange of information, presentation and consideration of employee suggestions and rec-

ommendations, including the adjustment of grievances and the improvement of working conditions" (R. 113).

The Committees at 6 of Cabot's 16 plants have coexisted with outside unions certified by the Board, though not always without friction (R. 112; J.A. 210-212, 253, 398, 404, 783, 876, 872-873). Their functions at those 6 plants have in general been confined to the handling of grievances for employees outside the certified unit and to such matters as certain plant efficiency and production problems (R. 112; J.A. 228-229, 401, 405-407, 419, 513-514). In the event of conflict, the Committees have customarily yielded to the certified bargaining representative (R. 112; J.A. 514). At some of the unionized plants, representatives on the Committees are also members of the certified union and at one plant representatives of the Committee and of the certified union hold joint meetings with management (R. 112; J.A. 420-421, 493, 792-795, 876).

II. THE BOARD'S CONCLUSIONS AND ORDER

On the basis of the foregoing facts, the Board concluded that the Committees are labor organizations within the meaning of Section 2(5) of the Act (R. 117-120, 157). It found on the basis of undisputed facts (not detailed in this petition) that Cabot had dominated and interfered with the administration of the Committees and furnished assistance and support to them, in violation of Section 8(a)(2) and (1) of the Act (R. 120-122, 157).

The Board's order accordingly requires Cabot to cease and desist from the unfair labor practice found; to withhold all recognition from the Committees as the representative of any of its employees for the purpose of dealing with Cabot concerning grievances, labor dis-

putes, wages, rates of pay, hours of employment or other conditions of work; to completely disestablish them as such representatives; and to post appropriate notices (R. 157-162).

III. THE DECISION OF THE COURT BELOW

The court below accepted the Board's determination that Cabot had interfered with, assisted and supported the Committees, but it found no violation of the statute because in its view the Committees are not labor organizations within the meaning of Sections 2(5) and 8(a)(2) of the Act.

The court acknowledged that the Committees "have discussed, complained about or made recommendations concerning" subjects covering virtually every aspect of the employment relationship (Appendix A, *infra*, pp. 20-21). It held, however, that "a group of employees is not a labor organization unless it exists for the purpose of negotiating or bargaining with employers" and that the Committees did not exist for that purpose (Appendix A, *infra*, pp. 23 *ff.*). In reaching this conclusion, the court interpreted the term "dealing with" as used in Section 2(5), which defines a labor organization as "any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances," etc., to mean more than "discussing with," and as being synonymous with "negotiating or bargaining." It cited as support for this interpretation one of the dictionary definitions of the noun "deal."[2]

[2] Webster's New International Dictionary (1958): "c. An act of buying and selling; a bargain; a reciprocal arrangement; hence, treatment received from another in a transaction, or, more loosely, from external forces; as, a square *deal*; a rough *deal*. Colloq."

This interpretation, the court stated (Appendix A, *infra*, pp. 23 *ff.*), was buttressed by Section 9(a) of the Act, which recognizes the right of "any individual or group of employees" to present grievances to their employer, and by the legislative history of that provision. In the court's view, Congress' failure, in amending the Act in 1947, to adopt a proposal in the House bill which would have permitted employers to form and maintain employee-management committees similar to the Committees here involved, where no certified or recognized bargaining representative existed,[3] should not be construed as a rejection of the proposal in principle. The court believed that Congress in effect approved that proposal, and excepted such organizations from the statutory definition of labor organizations, when it added to Section 9(a)—the majority-rule provision of the Act—provisos which recognized the right of any employee or group of employees to present grievances to their employer and have the grievances adjusted without the intervention of a bargaining representative so long as the adjustment is not inconsistent with the terms of a collective bargaining agreement and the bargaining representative has been given an opportunity to be present at the adjustment.

REASONS FOR GRANTING THE WRIT

1. As the court below recognized (Appendix A, *infra*, p. 31), its holding—that employee committees which (in their relations with the employer) discuss, complain about or make recommendations concerning working

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[3] See H.R. 3020, 80th Cong., 1st Sess., April 18, 1947, Sec. 8(d)(3) and H. Rep. No. 245, 80th Cong., 1st Sess., p. 33, reprinted in Vol. 1, Legislative History of the Labor Management Relations Act, 1947 (Govt. Print. Off., 1948) pp. 183, 324.

conditions do not exist for the purpose of "dealing with" the employer about such working conditions and therefore are not "labor organizations" within the meaning of Section 2(5) and 8(a)(2) of the Act—is in conflict with the decisions of at least four other courts of appeals handed down since the enactment of the amended Act. *Indiana Metal Products Corp.* v. *National Labor Relations Board*, 202 F. 2d 613, 621 (C.A. 7); *National Labor Relations Board* v. *General Shoe Corp.*, 192 F. 2d 504, 507 (C.A. 6); *National Labor Relations Board* v. *Standard Coil Products Co.*, 224 F. 2d 465, 468-9 (C.A. 1), certiorari denied, 350 U.S. 902; *National Labor Relations Board* v. *Stow Mfg. Co.*, 217 F. 2d 900, 903-904 (C.A. 2), certiorari denied, 348 U.S. 964.[4] In *General Shoe Corp.* and *Indiana Metal Products*, the Sixth and Seventh Circuits, respectively, specifically rejected the contention, adopted by the court below, that employee committees were not labor organizations within the meaning of the statute because they did not attempt to bargain collectively and, instead, only made recommendations to, or discussed matters with, management with respect to terms and conditions of employment. A similar contention was also specifically rejected in *National Labor Relations Board* v. *James H. Matthews & Co.*, 156 F. 2d 706, 708 (C.A. 3), decided under the original Act.[5]

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[4] Accord: *National Labor Relations Board* v. *Saxe-Glassman Shoe Corp.*, 201 F. 2d 238, 244 (C.A. 1); *National Labor Relations Board* v. *Sharples Chemicals, Inc.*, 209 F. 2d 645, 652 (C.A. 6); *Harrison Sheet Steel Co.* v. *National Labor Relations Board*, 194 F. 2d 407, 410, enforcing 94 NLRB 81, 83, 90 (C.A. 7).

[5] For other pre-Taft-Hartley cases which reached a similar result, see *National Labor Relations Board* v. *Pennsylvania Greyhound Lines*, 303 U.S. 261, 268-269; *National Labor Relations Board* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U.S. 241, 246-248;

2. Moreover, the holding of the court below is erroneous. In the statutory sense, the term "labor organization" includes "any organization of any kind, or any agency or employee representation committee or plan in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers" concerning grievances or terms or conditions of employment. Section 2(5); Appendix B, *infra*, p. 35. The legislative history of the original Act shows that Congress deliberately defined the term "very broadly in order that the independence of action guaranteed by section 7 of the bill and protected by section 8 shall extend to all organizations of employees that deal with employers" in regard to grievances and terms and conditions of employment. "This definition includes employee-representation committees and plans in order that the employers' activities in connection therewith shall be equally subject to the application of section 8." S. Rep. No. 573 on S. 1958, 74th Cong. 1st Sess., p. 7, reprinted in 2 Legislative History of the National Labor Relations Act, 1935 (Govt. Print. Off., 1935), p. 2306. Nothing in the legislative history of the Act suggests that Congress attributed to the phrase "dealing with employers" the narrow meaning which the court below has given it. On the contrary, in view of the Congressional purpose to remove from the American industrial scene employer-dominated or supported "company unions," (*id.* at p. 2309), many of which in the days preceding the adoption of the Act were not

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Wyman-Gordon Co. v. *National Labor Relations Board*, 153 F. 2d 480, 481-482 (C.A. 7); *National Labor Relations Board* v. *American Furnace Co.*, 158 F. 2d 376, 378 (C.A. 7).

essentially different from the Committees here,[6] it is evident that Congress sought to reach all representation plans or schemes "whether they merely 'deal' or 'adjust,' or exist for the purpose of collective bargaining . . . ."[7] Congress outlawed every form of such

[6] U. S. Dept. of Labor, Bureau of Labor Statistics, *Characteristics of Company Unions*, 1935 (Govt. Print. Off., 1938), pp. 199, 201:

> The great majority of company unions were set up entirely by management. Management conceived the idea, developed the plan and initiated the organization. . . .
>
> * * * * * * *
>
> Considered from the standpoint of their functional pattern, company unions present a varying aspect. . . .
>
> At one extreme are a large number of company unions—more than half—which performed none of those functions which are usually embraced under the term "collective bargaining." Some of these were merely agencies for discussion. . . .
>
> Another group of company unions, about one-third, were undertaking only a few of the activities in which trade-unions normally engage. These company unions concerned themselves with individual grievances and some matters relating to working conditions; but broad questions of wages and hours, if they were discussed at all, had not been submitted to a process of negotiation and bargaining. . . .

[7] See Memorandum of March 11, 1935, prepared by William M. Leiserson, then Chairman of the National Mediation Board, for the Senate Committee, comparing S. 1958 (74th Cong., 1st Sess.) with S. 2926 (73d Cong., 2d Sess.), p. 22, reprinted in 1 Leg. Hist. (1935), p. 1347, in which he pointed out that "it is clear that unless these plans, etc., are included in the definition, whether they merely 'deal' or 'adjust,' or exist for the purpose of collective bargaining, most of the activity of employers in connection therewith which we are seeking to outlaw would fall outside the scope of the act."

Secretary of Labor Perkins, in testifying before the Senate Committee on Education and Labor in 1935, recommended that the definition of labor organization in the proposed Senate bill be narrowed by substituting the words "bargaining collectively" for "dealing" as it appeared in the proposed definition. National Labor Relations Board, Hearings before the Committee on Education and Labor, U. S. Senate, 74th Cong., 1st Sess. on S. 1958, pp. 66-67, reprinted in 1 Leg. Hist. (1935), p. 1331. However, Congress, although adopting another suggested change in Section 2(5) made by the Secretary, did not adopt this recommendation (*ibid.*).

organization, where employer dominated or supported, without regard to the distinction drawn by the court below, because they "may be a ready and effective means of obstructing self-organization of employees and their choice of their own representatives for the purpose of collective bargaining." *National Labor Relations Board* v. *Pennsylvania Greyhound Lines*, 303 U.S. 261, 266, 269. This is true regardless of the "good motives" of the employer and despite the fact that he "has never objected to [his] employees joining labor unions." *National Labor Relations Board* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U.S. 241, 248, 250-251.

The broad definition of labor organization in Section 2(5), and the proscription against employer interference with, domination or support of labor organizations embodied in Section 8(2) of the original Act, remained unchanged in the corresponding Sections 2(5) and 8(a)(2) of the Taft-Hartley Act. A proposed Section 8(d)(3) in the House bill which would have removed from the proscription of Section 8 the formation or maintenance by an employer of employee committees with whom he could discuss such matters as grievances, wages, hours or working conditions where no certified or recognized bargaining representative exists,[8] was not adopted by the Conference Committee.[9] Senator Taft, one of the principal sponsors of the amended Act, subsequently made clear that Congress had specifically rejected all attempts to "amend . . . the provisions in subsection 8(2) [of the original Act] relating to com-

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[8] H.R. 3020, 80th Cong., 1st Sess., April 18, 1947, Sec. 8(d)(3); H. Rep. No. 245, 80th Cong., 1st Sess., p. 33; 1 Leg. Hist. (1947) 183, 324.

[9] House Conference Report No. 510, 80th Cong., 1st Sess., on H.R. 3020; 1 Leg. Hist. (1947) 505, 549.

pany-dominated unions" and had left its prohibitions "unchanged." 93 Cong. Rec. 6443; 2 Leg. Hist. (1947) 1539. See also the statement of Senator Ball, one of the managers of the amendments in the Senate, that the version of the Act ultimately adopted "leaves the provisions of section 8(a) . . . (2) exactly as they" were in the original Act. 93 Cong. Rec. 4196; 2 Leg. Hist. (1947) 1103.

Section 8(2) of the original Act would not thus have been left "unchanged" if Congress had, as the court below held, effected by indirection a change in the definition of labor organization. The Conference Committee's explanation that Section 8(d)(3) of the proposed House bill was "omitted from the conference agreement since the act by its terms permits individual employees and groups of employees to meet with the employer and section 9(a) of the conference agreement permits employers to answer their grievances" [10] does not warrant the conclusion reached by the court (Appendix A, *infra*, pp. 25-30). The quoted language merely explains that it was unnecessary to permit employers to form or maintain employee committees to discuss grievances, etc. since the employees, under the provisos to Section 9(a) (as amended), have the right, within prescribed limitations, either individually or in groups, to present and have their grievances adjusted without the intervention of a bargaining representative. There was no purpose to sanction regular employee committees which would take over many of the functions of bargaining representatives.

3. The question raised by the decision below is of sub-

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[10] House Conf. Rep. No. 510, 80th Cong., 1st Sess., on H.R. 3020, 1 Leg. Hist. (1947) 549.

stantial importance in the administration of the Act, as is evidenced by the number of reported cases involving it (*supra*, p. 9; *infra*, p. 31). The court's ruling, if it stands, may well encourage the resurgence of employer-dominated or supported "company unions" which Congress plainly sought to extirpate, and thereby arrest the employees' exercise of their right to bargain collectively through representatives of their own choice, particularly in these industries which are unorganized at present.

CONCLUSION

For the reasons stated, this petition for a writ of certiorari should be granted.

Respectfully submitted,

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SEPTEMBER, 1958.

APPENDIX A

OPINION OF THE COURT OF APPEALS

IN THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

No. 16734

CABOT CARBON COMPANY and CABOT SHOPS, INC., PETITIONERS

versus

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

Petition for Review of an Order of the National Labor Relations Board, sitting at Washington. D. C.

(June 9, 1958)

Before: JONES, BROWN, and WISDOM, Circuit Judges.

WISDOM, Circuit Judge: This case is before the Court on the petition of Cabot Carbon Company and Cabot Shops, Inc.[1] for review of an order of the National Labor Relations Board.

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[1] Cabot Carbon Company and Cabot Shops, Inc., are separate corporations, but each is a subsidiary of the same parent, Godfrey L. Cabot, Inc. This case concerns only the so-called "Southwestern Division" of these companies. In this division, Cabot Carbon Company operates numerous carbon black plants and gasoline plants, and produces oil and gas. Cabot Shops manufactures oil well equipment and other products at two plants.

The question presented is whether employee-management committees formed for discussion of matters of mutual interest rather than for bargaining purposes are labor organizations within the meaning of the National Labor Relations Act (the Wagner Act), as amended. 61 Stat. 136, 29 U.S.C.A. Sec. 151, *et seq.* If these committees are labor organizations, there is no doubt that Cabot interfered with them in violation of Sections 8(a)(2) and (1) of the Act.

Stated a little differently, the basic question is whether Congress intended to make it a violation of the law for employees to talk with their employer about production, working conditions, grievances and other matters of mutual interest, except as representatives of a labor organization. Cabot pitches its case on the legislative history of the Labor Management Relations Act of 1947 (the Taft-Hartley Act), amending the Wagner Act. Reliance on legislative history to support the validity of the employee committees is new in this type of case.

I

The Court must examine the why of these particular committees at Cabot plants, how they were formed and operate, the subjects they discuss with management—if we are to determine whether the Act permits such groups of employees to exist, and even co-exist alongside of certified labor unions.

Employee committees are not new. During World War II, the War Production Board encouraged war industries to institute "Employee-Management Committees" to promote increased production in critical industries.[2] In 1943 a representative of the War Produc-

[2] It is established that the purpose of the employee-management committees suggested by the War Production Board "was to consider and improve all aspects of the production process which would

tion Board met with Reno Stinson, Cabot's Director of Industrial Relations, to discuss organizing employee-management committees and to supply literature on such committees. Stinson notified Cabot's plant managers to send elected employee representatives to a meeting, for the purpose of drafting a set of by-laws for submission to the employees. By-laws were drafted using the War Production Board material as a guide. These were approved by a vote of the employees. The War Production Board was furnished a copy and approved the form of the by-laws. Later, the by-laws were published in the Cabot Guide, a company policy manual. Except for minor revisions these by-laws are still in effect and are recognized as part of the company policy.

The by-laws state the purposes of the committees, as follows:

> "1. To bring about a better understanding between employees in every branch and service of our Company to the end that each will have a better insight to the other's problems.
>
> "2. To provide a definite procedure for considering employees' ideas. As an example the following problems are of mutual interest to employees and management:
>
> a. Safety.
> b. Increased efficiency in production.
> c. Conservation of supplies, materials, and equipment.

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tend to increase the quantity and quality of the products manufactured". According to the War Production Board instructions, the Committee was not to interfere with any bargaining machinery or undertake its functions. N.L.R.B. v. Kropp Forge Co., 178 F. 2d 822, 825 (C.A. 7), certiorari denied, 340 U.S. 810. See also Labor Management News, Vol. I. No. 4, dated August 16, 1943, the official weekly publication of War Production Drive, War Production Board, Washington, D. C.

d. Encouragement of ingenuity and initiative.

e. Grievances (*nonunion* plants or departments)."

The "rights and duties of committees" are also set forth:

"It is understood that the Employee Committees do not in any way detract from the authority and responsibility of the supervisory force but should serve to assist plant management in general in solving problems of mutual interest. It shall be the Committee's responsibility to:

"1. Meet with plant management at regular monthly meetings called by management and to attend any special meetings called by management.

"2. Work with management on those problems of mutual interest as set out under "Purposes".

"3. Make recommendations on the Suggestions from the employees in accordance with the Suggestion Plan.

"4. Call meetings of the employees if in their judgment this is necessary and the Committee may invite management to attend if they think advisable, but all such meetings will be optional as far as management is concerned and will be on the employees' time.

"5. Handle grievances at nonunion plants and departments according to grievance procedure set up for these plants and departments. It shall be the duty of the Committee to call to the attention of management any troublemakers or acts of disturbance which would tend to lower morale, and it shall be the duty of the Committee to insist that gripes, grumbling, trouble-making among the employees either stop or be taken up under the regular grievance procedure at the plant."

The by-laws do not provide for any formal organization. There are no membership requirements, no dues, no officers, no funds. Employees at each plant elect a committee annually. The outgoing committee conducts the election. Monthly meetings are held with representatives of plant management. These meetings are called on company time and premises. The management assists in holding elections, calling meetings, preparing and posting minutes of the meetings, and defraying all expenses necessary to the operation of the committees.

Once a year, a meeting is held of the "Central Committee." This is composed of all the employee committeemen. There is no provision in the by-laws for a "Central Committee." Cabot contends that this is simply an annual, general meeting of the management to which employee committeemen are invited as guests. There is a morning session of speeches (some by outside speakers) and announcements (sometimes on proposed wage or benefit increases). There is no audience participation. In the afternoon the various plant managers and their assistants meet with top company management; the employee committeemen meet with Stinson. There is no negotiation or bargaining at these meetings. The Trial Examiner and the Board regard the Central Committee as a top-level or division-wide Employee Committee. They do not recognize the distinction petitioners draw between a morning management meeting and an afternoon session of the employee committeemen with Stinson.

Cabot argues that it has never recognized any of the committees as having the right to represent its employees for purposes of collective bargaining. It has never negotiated with any Employee Committee any agreement concerning wages, hours, or working conditions. As a matter of fact, only Reno Stinson has au-

thority to negotiate any such agreement; management representatives at committee meetings, at most, can only listen—so far as bargaining is concerned. Of course, Cabot says, the company cannot gag its employees, and would not want to gag the committees. But committeemen themselves know that they cannot engage in any collective bargaining. The committees handle grievances only at the nonunion plants.

Over a period of years co-existence of Employee Committees and unions at Cabot plants has presented no serious problem. Cabot contends that prior to this proceeding, no union had ever objected to the committees; the unions handle all the bargaining functions. The Board admits in its brief that: "Employee Committees . . . have co-existed . . . though not always without friction. The Committee functions under such co-existence, however, generally have been limited to the handling of grievances for employees outside the bargaining unit and matters divorced from collective bargaining, such as plant efficiency and production problems. . . . In the event of conflict, the Employee Committees have customarily yielded to the artificial bargaining representative." Some committeemen are also members of the bargaining unit and the certified union. The Examiner found: "The Committees have never attempted to negotiate a contract with Respondents, and all benefits, privileges, or concessions to employees resulting from such conferences depend entirely upon company policy or magnanimity. Thereby all aspects of collective bargaining are either frustrated or entirely absent."

Employee Committees have discussed, complained about, or made recommendations concerning: seniority, transfer of employees, job classifications, job bidding, improvement of working facilities, overtime records and time cards, the merit system, layoff and makeup

time, working schedules, vacation and sick leave, holidays, and allocation of company houses. The Trial Examiner, summarizing his findings, concluded that Cabot's dealings "avoid the usual concept of collective bargaining, but provide a forum for discussion of mutual problems, exchange of information, presentation and consideration of employee suggestions and recommendations, including the adjustment of grievances and the improvement of working conditions." This, says Cabot, does not make the committees labor organizations; such discussions between management and employees are contemplated in the 1947 Act.

The Board concluded that the Employee Committees and the Central Committee were labor organizations within the meaning of Sections 8(a)(2) and 2(5) of the Act. The Board found that the committees constitute "an integrated employee representation system established as company policy throughout the Southwestern Division". The Board found—and there is not much doubt about it, *if the committees are labor organizations*—that Cabot interfered with the administration of the committees, and assisted and supported the committees unlawfully. The Board ordered Cabot to "cease and desist from assisting, dominating, contributing financial support to, or interfering with the election and administration of the Employee Committees and the Central Committee . . . [or] otherwise interfering with the representation of their employees by or through any labor organization of their own choosing". Affirmatively, the Board's order requires Cabot "to withhold all recognition from and completely disestablish the Employee Committees and the Central Committee . . . as the representative of any of its employees for the purpose of dealing with Respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment or conditions of work".

II

The goal of the National Labor Relations Act is to protect commerce and promote industrial peace by establishing and preserving for employees a right of collective bargaining with management through a representative of their own choosing. The realization of this goal, and the right of employees to bargain collectively through an individual or labor organization chosen by them is protected, in part, by Section 8(a)(2). This section provides that it shall be an unfair labor practice for an employer "to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: Provided, that . . . an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay." 29 U.S.C.A. 158(2)(2).

Section 2(5), carried over without change from the original Act, defines "labor organization" as "any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, *of dealing* with employers concerning *grievances,* labor disputes, wages, rates of pay, hours of employment or conditions of work." This is broad language, and the legislative history of the original act shows that Congress defined the term "very broadly" to reach "all organizations of employees that deal with employers".[3]

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[3] Senate Report 573 on S. 1958, 74 Cong., 1st Sess., p. 7. See also Memorandum of March 11, 1935, prepared for the Senate Committee on Education and Labor, comparing S. 1958. (74th Cong., 1st Sess.) with S. 2926 (73d Cong., 2d Sess.), p. 22; reprinted in Legislative History of the National Labor Relations Act, 1935, Government Printing Office, 1949, p. 1347.

Though the language is broad, it does not necessarily include employee committees that "avoid the usual concept of collective bargaining" and have no bargaining powers, but "provide a forum for the discussion of mutual problems". The term "dealing with" includes "discussing with". But the terms cannot be equated. In ordinary language a deal or act of dealing is "the act of buying and selling; a bargain, a reciprocal arrangement".[4] And it seems fundamental to the sense of the situation that a group of employees is not a labor organization unless it exists for the purpose of negotiating or bargaining with employers. Of course, if an employee committee in fact negotiates or bargains, whatever its name or by-laws, it is a labor organization. That is not this case.

Section 2(5) is ambiguous in another important respect. Sections 2(5) and 8(a)(2) together prohibit an employee committee "dealing with employers concerning *grievances* . . .". But Section 9(a) expressly provides that ". . . any individual or group of employees shall have the right at any time to present grievances to their employers". This is a proviso to the requirement in Section 9(a) that: "Representatives designated or selected for the purposes of collective bargaining by the majority . . . shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment".

The Act of 1947 added a proviso to the proviso. Section 9(a) now grants employees or groups the right to present their grievances to their employer "and to have such grievances adjusted without the intervention of the bargaining representative, as long as the adjust-

[4] Webster's New International Dictionary (1958), "Deal . . . Act of dealing".

ment is not inconsistent with a collective bargaining contract or agreement then in effect: *Provided further,* That the bargaining representative has been given opportunity to be present at such adjustment".[5] In a thoughtful study of the Act, the author stated: "The amended proviso is as ambiguous as the original . . . The new proviso to Section 9(a) encourages, if it does not require, employees to set up grievance procedures from which the collective bargaining representative would be excluded." Cox, Some Aspects of the Labor Management Relations Act, 61 Harv. L. Rev. 1, 301, 313 (1948).

The statute, therefore, is subject to the construction that Section 2(5) defining "labor organization" does not apply to an employee committee that does not deal with (that is, bargain with) employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of work. And, Sections 2(5), 8(a)(2), and 9(a), together, allow groups of employees to present to the employer grievances for adjustment, without the intervention of the bargaining representative, as long as there is no conflict with a collective bargaining contract. The Board's position is that under the broad statutory definition, employees

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[5] "Sec. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment: Provided, That any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect: Provided further, That the bargaining representative has been given opportunity to be present at such adjustment."

participate in Employee Committees which are labor organizations because they deal with management concerning "grievances, labor disputes, wages, rates of pay, hours of employment or conditions of work". Since the statute is ambiguous, we may bring in the legislative history without dragging it in by the tail.

The quest for congressional intent all too often leads to a will-o-the-wisp trail where no foot can tread. The footing is better, somewhat better, in this case. The Conference Report is entitled to unusual respect. The conferees rejected the Hartley bill (H. R. 3120) that passed the House. They rejected the Taft bill (A. 1126) that passed the Senate as a complete substitute for the Hartley bill. The conferees wrote their own bill.[6] And this became the Labor-Management Act of 1947.[7]

The Hartley bill that passed the House provided expressly for recognition of the type of employee com-

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[6] See Report No. 510 on H. R. 3020, 80th Cong., 1st Sess., 1947.

[7] Representative Hoffman made a point of order in the House that the members were not considering the Hartley bill "which was adopted by the House by a vote of 308 to 107 but they [were] considering an entirely new bill that was written in conference by seven men". Representative Michener's reply gives a succinct statement of the history of the bill. "Mr. Speaker, in the case before us the House passed the Hartley bill, H.R. 3020. The Senate amended the Hartley bill by striking out everything after the enacting clause and inserting a new bill which was in fact a substitute for the House bill. The House bill was generally referred to as the Hartley bill and the Senate substitute as the Taft bill. The Senate sent the amended Hartley bill back to the House and requested the concurrence of the House in the Senate amendment. The House refused to agree to the Senate amendment, and the Hartley bill, as amended by the Senate, went to conference. The conferees accepted neither the House bill nor the Senate substitute, but in fact wrote a new bill which is embodied in the conference report against which the gentleman from Michigan [Mr. Hoffman] has made a point of order. 93 Cong. Sec. 6539 (June 4, 1947).

mittee found at the Cabot plants.[8] Section 8(d)(3) of the bill provides:

> "(d) Notwithstanding any other provision of this section, the following shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act.
>
> * * * * * *
>
> "(2) Permitting employees to confer with the employer during working hours without loss of time or pay.
>
> "(3) Forming or maintaining by an employer of a committee of employees and discussing with it matters of mutual interest, including grievances, wages, hours of employment, and other working conditions, if the Board has not certified or the employer has not recognized a representative as their representative under Section 9. * * *"

In explaining the reason for this proposed amendment, House Report 245 states:

> "Section 8(d)(3).—During World War II, many employers, with the help of the Government, set up labor-management committees with which they discussed matters of mutual interest. This exception to Section 9(a)(2) permits employers whose employees have not designated a bargaining representative to set up similar committees and to discuss with them wages, hours, working conditions and other subjects of collective bargaining as well as other matters of mutual interest; but an employer may discuss subjects of collective bar-

---

[8] H. R. 3020, 80th Congress, 1st Sess., April 18, 1947, Sec. 8(d)(3); H. Rep. No. 245, 80th Cong., 1st Sess., p. 33.

gaining only if the employees do not have a certified representative or one that the employer currently recognizes as the exclusive representative of the employees. This clause does not permit 'company unions'. The employer and the committee may discuss and reach decisions, but neither side may require the other to make an agreement, or to follow the procedure of collective bargaining set forth in Section 2(11). The employees generally may elect members of the committee, but Section 9(a)(1) forbid the employer to create a formal organization having members among employees generally or other common characteristics of a labor union."

The Senate amended the Hartley bill (H. R. 3020) by substituting the Taft bill (S. 1126). This bill did not contain Section 8(d)(3) or a Senate equivalent. The Taft bill did add the proviso to Section 9(a) of the original Wagner Act allowing an employee or group of employees to present grievances for adjustment, which in context, applies to rates of pay, wages, hours of employment, or other conditions of employment. In discussing the reason for Section 9(a), Senate Report 105 on S. 1126 states:

"Section 9(a): The revisions of section 9 relating to representation cases make a number of important changes in existing law. An amendment contained in the revised proviso for section 9(a) clarifies the right of individual employees or groups of employees to present grievances. The Board has not given full effect to this right as defined in the present statute since it has adopted a doctrine that if there is a bargaining representative he must be consulted at every stage of the grievance procedure, even though the individual

employee might prefer to exercise his right to confer with his employer alone. The current Board practice received some support from the courts in the Hughes Tool case (147 F.(2d) 756), a decision which seems inconsistent with another circuit court's reversal of the Board in NLRB v. North American Aviation Company (136 F.(2d) 898). The revised language would make it clear that the employee's right to present grievances exists independently of the rights of the bargaining representative, if the bargaining representative has been given an opportunity to be present at the adjustment, unless the adjustment is contrary to the terms of the collective-bargaining agreement then in effect."

The Senate sponsors, therefore, thought that Section 9(a) was sufficient in itself to allow groups of employees to present grievances to their employer. The section was intended also as a rebuke to the Board for not giving full effect to the employees' right to present grievances independently of the rights of the bargaining representative.

When the Conference Committee settled down to writing its own bill, the conferees adopted the Senate approach. The House Conference Report No. 510 on H. R. 3020 explains that Section 8(d)(3) was not rejected on principle; it was considered as implicit in the terms of the act:

"Section 8(d)(3) of the Amended Labor Act in the House Bill provided that nothing in the Act was to be construed as prohibiting an employer from forming or maintaining a committee of employees and discussing with it matters of mutual interest, if the employees did not have a bargaining representative. This provision is

omitted from the conference agreement since the act by its terms permits individual employees and groups of employees to meet with the employer and Section 9(a) of the conference agreement permits employers to answer their grievances."

Then, in discussing Section 9(a) the Report continues:

". . . The existing law further provides that an individual employee or group of employees will have the right at any time to present grievances to their employer. But, as pointed out in the committee report on the bill in the House, this provision has not been construed by the Board as authorizing the employer to settle grievances thus presented.

Both the House bill and the Senate amendment amended section 9(a) of the existing law to specifically authorize employers to settle grievances presented by individual employees or groups of employees, so long as the settlement is no inconsistent with any collective bargaining contract in effect. . . ."

We cannot come to any other conclusion than that the Senate and House conferees intended to recognize the right of groups of employees to discuss with their employer matter of mutual interest, including grievances, wages, hours of employment, and working conditions. Congress saw this right as existing independently of the right of bargaining representatives to speak for their labor organization. Further, Congress intended—contrary to the practice of the Board—that employees would have the right to have their grievances settled without the intervention of a bargaining representative, provided that there was no conflict with a

collective bargaining contract. The conferees explained what they were doing and Congress approved it.

The Board meets the issue obliquely: (1) the statement in the House Conference Report could scarcely have intended to assert that the Section 9(a) proviso affects the definition of labor organization in Section 2(5); (2) even if it be assumed that the "group of employees" in Section 9(a) may be interpreted to include a labor organization, an employer cannot dominate or interfere with the formation or administration of such labor organization. As we read the Act and its history, the Board misses the very point Congress wanted to make: That an individual employee or group of employees has the right to meet with the employer not as a labor organization for collective bargaining but as an individual or as a group of employees to discuss hours, wages, working conditions and other matters of mutual interest and even to present grievances for adjustment.

It is not necessary to spin gossamer distinctions in order to show that one of the purposes of the Taft-Hartley Act was to allow more freedom of action to individual employees and to nonunion employee groups than the Wagner Act allowed. Between the two enactments World War II intervened. The War Production Board, a federal agency, initiated and developed employee committees. That Congress had actual knowledge of such committees is shown by House Report 245 in which Section 8(d)(3) of the Hartley bill was explained in terms of employee-management committees developed by the War Production Board. The treatment of Section 9(a) in the House Conference Report No. 510 shows that the Conference Committee considered the precise question now before us. Our construction of the Act therefore is consistent with the knowledge of Congress and the thinking that brought the Labor-Management Act of 1947 into being.

III

In almost every case where the question has been raised the court has held that an employee committee or council or association is a labor organization.[9] None of these decisions goes into the aspects of legislative history scrutinized here. Some of the more important cases were decided prior to adoption of the Act of 1947. In several opinions, courts have recognized the conflict between Sections 2(5) and 9(a), and distinguished between "grievance" as used in Section 2(5) and "grievance" as used in 9(a).[10]

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[9] NLRB v. Jas. H. Matthews, 3 Cir., 1946, 156 F. 2d 706; Wyman-Gordon Co. v. NLRB, 7 Cir., 1946, 153 F. 2d 480; NLRB v. American Furnace Co., 7 Cir., 1946, 158 F. 2d 376. These cases were decided prior to the Labor-Management Act of 1947. Later cases are to the same effect: NLRB v. Standard Coil Products, 1 Cir., 1955, 224 F. 2d 465; 468, cert. den. 350 U.S. 902, 76 S. Ct. 180, 100 L. Ed. 792; NLRB v. Stow Mfg. Co., 2 Cir., 1954, 217 F. 2d 900, cert. den. 348 U.S. 964, 99 L. Ed. 751, 75 S. Ct. 524; NLRB v. Sharples Chemicals, Inc., 6 Cir., 1954, 209 F. 2d 645, 652; Indiana Metal Products Corp. v. NLRB, 7 Cir., 1953, 202 F. 2d 613, 621; NLRB v. General Shoe Corp., 6 Cir., 1951, 192 F. 2d 504, 507.

[10] NLRB v. Associated Machines, Inc., 6 Cir., 1955, 219 F. 2d 433 held that grievances as used in Section 2(5) refers to "major disputes in the labor field, to collective rather than individual or group complaints, and to chart[ing] the future of the employer-employee relating rather than to correct[ing] the past or existing status. The Court cited with approval Hughes Tool Co. v. NLRB, 5 Cir., 1945, 147 F. 2d 69, 73 in which Judge Sibley, for this Court, stated: "Attention to grievances is therefore mentioned in Section 2(5) as part of the business of the representative, but Section 9(a) does not give him the *exclusive* right to handle them unless they really involve a bargaining for the unit, or an interpretation of the bargaining. On the contrary, it expressly gives each employee or group of employees the right to present their own grievances to the employer. The purpose is to preserve in each employee as a right this direct approach to the employer to secure full consideration of his case."

We rest our holding squarely on the meaning of the Act, as evidenced in its legislative history. The Act permits, and Congress intended that it should permit, the existence of employee-management committees which provide a forum for discussion of matters of mutual interest, but which are not formal organizations, do not follow collective bargaining procedures (formally or informally), have no powers to bargain collectively, and take no action inconsistent with the terms of an existing collective bargaining agreement.

Taking a second look at the by-laws and also the Trial Examiner's Report, adopted by the Board, we find—in the language of the Examiner: "The Committees have never attempted to negotiate a contract. . . . [A]ll aspects of collective bargaining are either frustrated or absent. . . . [The committees] avoid the usual concept of collective bargaining, but provide a forum for discussion of mutual problems, exchange of information, presentation and consideration of employee suggestions and recommendations, including the adjustment of grievances [at nonunion plants] and the improvement of working conditions". On these facts we find that the Employee Committees and the Central Committee at Cabot's plants were not "labor organizations".

IV.

The integrity of collective bargaining depends upon the integrity of labor representatives as the agents of labor, free of interference and pressure from management. The whole theory of collective bargaining, to which this country is committed, rests on honest arms-length negotiations between management and labor. There is no place for a company union under the name of "Employee Committee" or under any other name. Congress has seemed to say however that there is a place for a bona fide undominated, employee-manage-

ment committee that is something less than a labor organization and something more than a committee to arrange soft-ball games. Congress intended that employees, individually or in groups, and independently of labor's undiminished right to bargain collectively, should be able to discuss problems of mutual interest with their employers—without violating the law.

The order of the Board is set aside and enforcement DENIED.

JUDGMENT

UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

No. 16734

CABOT CARBON COMPANY AND CABOT SHOPS, INC., PETITIONERS

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

Before Jones, Brown and Wisdom, Circuit Judge.

JUDGMENT

This cause came on to be heard on the petition of Cabot Carbon Company and Cabot Shops, Inc., for review of an Order of the National Labor Relations Board, made on May 17, 1957 in Case No. 15-CA-777, and on the request of the Board for Enforcement of said Order, and was argued by counsel:

ON CONSIDERATION WHEREOF, It is now here ordered, adjudged and decreed by this Court that said Order of the Board in this cause be, and the same is hereby, set aside and enforcement denied.

June 9, 1958

APPENDIX B

1. The relevant provisions of the National Labor Relations Act, as amended (61 Stat. 136, 29 U. S. C. 151, *et seq.*) are as follows:

DEFINITIONS

SEC. 2. When used in this Act —

* * * * *

(5) The term "labor organization" means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

* * * * *

UNFAIR LABOR PRACTICES

SEC. 8. (a) It shall be an unfair labor practice for an employer—

* * * * *

(2) to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: *Provided,* That subject to rules and regulations made and published by the Board pursuant to section 6, an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay;

* * * * *

REPRESENTATIVES AND ELECTIONS

SEC. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment: *Provided,* That any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect: *Provided further,* That the bargaining representative has been given opportunity to be present at such adjustment.

2. The relevant provision of the original National Labor Relations Act (Act of July 5, 1935, c. 372, 49 Stat. 449) is as follows:

REPRESENTATIVES AND ELECTIONS

SEC. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment: *Provided,* That any individual employee or a group of employees shall have the right at any time to present grievances to their employer.

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1958

No. 329

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

versus

CABOT CARBON COMPANY and CABOT SHOPS, INC.,
Respondents.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit.

BRIEF OF RESPONDENTS IN OPPOSITION.

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IN THE

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CABOT CARBON COMPANY and CABOT SHOPS, INC.,
Respondents.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit.

BRIEF OF RESPONDENTS IN OPPOSITION.

Opinions Below

Review by certiorari is sought herein as to an unreported decree of the United States Court of Appeals for the Fifth Circuit setting aside an order of the National Labor Relations Board and denying enforcement thereof. The opinion of the Board is reported at *117 N.L.R.B. 1633.*

Jurisdiction

Petitioner invokes the jurisdiction of this Court under *28 U.S.C. 1254* and *Section 10(e)* of the *National Labor Relations Act, as amended.*

Question Presented

Whether the National Labor Relations Act prohibits discussion by an employer with a committee of his employees of problems of mutual interest, including grievances and other matters which might be the subject of Collective bargaining, where such committee was established by the employer at the instance of the Government to aid production and was maintained by the employer as a forum for discussion of mutual problems with employees, and did not engage in any aspect of collective bargaining.

Statute Involved

The relevant provisions of the National Labor Relations Act, as amended, are Sections 2(5), 8(a)(2) and 9(a), which are printed as a portion of "Appendix B" to the petition herein.

Statement

Cabot Carbon Company and Cabot Shops, Inc. (hereinafter referred to as "Cabot"), were charged before the Board with having dominated or interfered with the administration of, and with having contributed financial or other support to, certain "Employee Committees", in alleged violation of Section 8(a)2 of the National Labor Relations Act, as amended.[1] Cabot denied the charge and after hearings held in Louisiana and Texas an Intermediate Report of a Trial Examiner issued, recommending the disestablishment of the committees.[2]

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[1] 29 U.S.C. § 151, et seq. As used herein "the Act" refers to the Act of July 5, 1935, 49 Stat. 449, as amended by the Act of June 23, 1947, 61 Stat. 136, which, as so amended, is known as "Labor Management Relations Act, 1947", and is contained in 29 U.S.C. §§ 151-188. Unless otherwise noted, all emphasis is supplied.

[2] R. 89-142. References to the printed transcript of record herein are made by the letter "R", followed by the number of the page. References to the Joint Appendix will be made by designating the number of the volume, followed by the letters "J.A.", and thereafter the page number, as, for example, "2 J.A. 10".

Cabot filed exceptions to the Intermediate Report, and the Board heard the matter on briefs, adopting the Intermediate Report as the basis of its Order.[3] Cabot thereupon petitioned the United States Court of Appeals for the Fifth Circuit for review of the Order, and the Board cross-petitioned for enforcement. The Court of Appeals for the Fifth Circuit set the Order aside and denied enforcement thereof.[4]

The decision of the Court of Appeals assumes as true those facts found by the Board (wherever supported by any substantial evidence) but draws from such facts entirely different legal conclusions. The facts as found by the Trial Examiner, concurred in by the Board, and recognized by the Court of Appeals, may be briefly summarized as follows:

At the request and under the supervision of the United States Government (i.e., the War Production Board), during the World War II Cabot instituted the system of Employee Committees [5] (which the Labor Board here seeks to destroy) to promote production and eliminate production interruptions. The by-laws of the Committees, in a form approved by the Government, were adopted and have existed in substantially the same form to this date.[6] The purposes of the Committees are to bring about a better understanding between employees and management and provide a procedure for considering employees' ideas with respect to problems of mutual interest.[7] In non-union plants or departments the Committees process grievances [8] if requested by an employee.

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[3] R. 156-160.
[4] Petition, p. 34.
[5] Petition, pp. 16-19; R. 100; 1 J.A. 215-218, 256-263; 2 J.A. 897-899.
[6] *Id.*; see also 2 J.A. 940-942.
[7] Petition, pp. 17-19.
[8] Petition, pp. 18, 20.

Neither the by-laws of the Committees,[9] nor the manner in which they function,[10] purport to give the Committees any right to bargain with the employer, or to represent others for the purposes of collective bargaining. Even in the matter of grievances the decision of the management is final, and the Committees have no right to seek arbitration or other outside remedy.[11] The authority of the management remains unimpaired[12] and, except for the functions of handling grievances, flower funds, and the like (where applicable), the Committees exist solely for discussion purposes and for the purpose of transmitting information as to plant operation and employee sentiment up to top management, and top management's current thinking back to the employees.[13] These Committees are not formal organizations, do not follow collective bargaining procedures, formal or informal, have no power to bargain collectively and take no action inconsistent with the terms of any existing collective bargaining agreement[14] (a number of which exist at Cabot plants). As the Court below stated:[15]

> "Taking a second look at the by-laws and also the Trial Examiner's Report, adopted by the Board, we find—in the language of the Examiner: 'The Committees have never attempted to negotiate a contract. * * * [A]ll aspects of collective bargaining are either frustrated or absent * * * [The committees] avoid the usual concept of collective bargaining, but provide a forum for discussion of mutual problems, exchange of information, presentation and consideration of employee suggestions and recommendations, including the adjust-

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[9] Petition, pp. 17-19; R. 101-107; 1 J.A. 152-157.
[10] *Cf.* R. 120-121; 1 J.A. 263.
[11] *Cf.* R. 121; 1 J.A. 16-18.
[12] Petition, p. 18; *cf.* R. 121.
[13] *Cf.* Petition, p. 32; 1 J.A. 221; and see J.A. generally.
[14] *Cf.* R. 107, 121; Petition, p. 32; 1 J.A. 230.
[15] Petition, p. 32.

> ment of grievances [at nonunion plants] and the improvement of working conditions'. On these facts we find that the Employee Committees and the Central Committee at Cabot's plants were not 'labor organizations'."

It is of considerable importance to note that there is no evidence in this record that these Committees were intended to serve, or in fact have served, as disguised "company unions". The fact is that the Committees have existed side by side with labor unions and that, prior to the first charge filed herein, no union had ever objected to the existence of the Committees.[16] Further, there is no evidence from which any "evil intent" might be inferred with regard to Cabot; on the contrary, the record is replete with evidence of Cabot's good labor relations record, of its high wages and benefits, of its forward-looking and democratic employment policies,[17] and of its ready acceptance of the principles of collective bargaining when its employees choose unions to represent them. The Trial Examiner and the Board gave Cabot a clean bill of health except as to the question of the Committees.

Reasons for Denying the Writ

1. The Decision Below Is Plainly Correct.

2. No Question of Great Importance to The Administration of the Act is Here Presented.

3. The Petition Advances An Untenable Construction of the Act as Amended, Which, If Adopted, Would Create A Serious Constitutional Issue.

1. Section 8(a)(2) of the Act makes it an unfair labor practice for an employer to dominate or interfere

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[16] Petition, p. 20; R. 112; 2 J.A. 892-893.

[17] See Tr., generally. And see R. 133-137, 139.

with the formation or administration of a "labor organization" or to contribute support to it. Section 2(5) defines "labor organization" as "any organization of any kind, or any agency or employee representation committee or plan, in which employees participate **and which exists for the purpose,** in whole or in part, **of dealing with employers** concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work".

This language, found in the original Act, was construed by the Courts so as to equate the phrase "dealing with" to the phrase "discussing with".[18] This had the effect of outlawing virtually every employee committee formed by management, since it is too much to expect that employee committeemen would not at least "talk about" matters which are of consuming interest to them. The Congress was not satisfied with the effect which this construction gave to the Act; there is a difference between a "discussion" among parties who have no authority or power to "deal" or "bargain", and a "discussion" or "dealing" among parties who are in a position to bargain.

The original "Hartley Bill" expressly permitted (Section 8(d)(3)) the continued existence of committees, such as those here involved.[19] The Hartley Bill was passed by the house, but was amended by the Senate, and, on the refusal of the House to concur in the Amendments, went to Conference. The Conferees accepted neither the House bill nor the Senate substitute, but in fact wrote a new bill which is embodied in the Conference Report.[20] The Conference Report (Rept. No. 510, on H.R. 3020)

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[18] See, *e.g.*, *N.L.R.B. v. James H. Mathews & Co.*, 156 F. (2d) 706 (C.A. 3).

[19] H.R. 3020, 80th Cong., 1st Sess., 1 Leg. Hist. 56. And see explanation contained in House Report No. 245, 1 Leg. Hist. 324, which leaves no doubt as to the purpose of Section 8(d)(3).

[20] Petition, p. 25; and see 1 Leg. Hist. 880.

was printed as a House document and copies were placed on the desks of all Senators.[21] Mr. Hartley, from the Committee on Conference called up the Conference Report in the House and it was there agreed to.[22] After considerable debate, the Senate also agreed to the Conference Report.[23] Thus, the Conference Report is the primary source of knowledge as to legislative intent and must, of necessity, take precedence over debates in either chamber.

The Conference Report explains its omission of the express provision concerning employee committees, as follows:[24]

> "Section 8(d)(3) of the Amended Labor Act in the House bill provided that nothing in the Act was to be construed as prohibiting an employer from forming or maintaining a committee of employees and discussing with it matters of mutual interest, if the employees did not have a bargaining representative. This provision is omitted from the conference agreement since the act by its terms permits individual employees and groups of employees to meet with the employer and Section 9(a) of the conference agreement permits employers to answer their grievances."

The explanation given by the Report can have but one meaning: First, the original Act "by its terms" (in the proviso to Section 8(a)(2)) permitted an employer to confer with his employees without loss of time or pay and (in Section 9(a)) gave an individual or "group of employees" the right to present grievances to the employer. Second, the amendment to Section 9(a) by the conference agreement permits employers to adjust the

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[21] 2 Leg. Hist. 1526.
[22] 1 Leg. Hist. 899-900.
[23] 2 Leg. Hist. 1620-1.
[24] Rept. No. 510, on H.R. 3020, 1 Leg. Hist. 505, 549.

complaints or grievances raised by the employees (or committee of employees), with whom he confers. Therefore, says the conference Report, the express provision in the Hartley Bill is not necessary; its stated object (permitting these "dominated" committees to exist for discussion purposes and the handling of grievances) is accomplished by the combination of the existing Sections 8(a)(2) and 9(a), plus the amendment to 9(a).

The Court below found that the Conference Report did not reject on principle the express provision of the Hartley Bill; that, on the contrary, "it was considered as implicit in the terms of the act * * * ".[25] This is the only logical conclusion that can be drawn from the language of the Conference Report, when viewed in the light of the legislative history.

Petitioner suggests that the language merely explains that it was unnecessary to permit employers to form employee committees to discuss grievances, etc., since the employees had the right to present such grievances individually and in groups.[26] This contention boils down to an assertion that an employer could confer with an employee or a "group of employees", but not with a "committee of employees" concerning grievances, etc., presumably because the committee might act in a representative capacity. Petitioner's argument overlooks the context of the language in question. That portion of "the act" which the Report says "permits individual employees and groups of employees to meet with the employer" is Section 8(a)(2) which provides, in part, that "an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay". This provision is dealt with in the Con-

[25] Petition, p. 28.
[26] Petition, p. 13.

ference Report immediately prior to the above quoted paragraph and is stated to be applicable "not only to individual employees but also to employees acting in a representative capacity in conferring with the employer".[27] When the very next paragraph of the Report apologizes for the omission of references to employee committees, the explanation must refer to "individual employees and groups of employees" including those "acting in a representative capacity in conferring with the employer". Thus, the "groups of employees" necessarily include, among others, employee committees.

Congress had no intention of permitting "company unions" to exist.[28] The Court below was mindful of this intent.[29] But Congress, as the Court below recognized, did intend to correct the course of judicial decision to differentiate between a "Company union", by whatever named disguised, and an employee committee without power or right to bargain collectively.[30] And the ground of differentiation was the same as the Court below found—the "discussion" of matters between an employer and a committee of his employees which does not involve any aspect of collective bargaining is far different from collective bargaining, and, hence, does not lead to the evils of "company unions" which, by definition, deal with employers.

It is respectfully submitted that under the clear history of the amendment to the statute the decision below is plainly right.

2. Contrary to the assertion in the petition, the de-

[27] 1 Leg. Hist. 549.

[28] See, *e.g.*, 1 Leg. Hist. 324. This is obviously what Senators Taft and Ball were seeking to convey in the remarks seized upon by petitioner. See Petition, pp. 12-13.

[29] Petition, p. 32.

[30] Petition, pp. 29-30, 32-33.

cision below, though based on a new legal approach to the problem, does not sanction "committees" which are disguised "company unions" and is not of real importance to the administration of the Act. Plans which do interfere with the existence of the right to bargain collectively through representatives of the employees' own choosing are not within the holding below.[31] The Court below found that the Act, as amended, contemplated the existence of committees of employees maintained by employers for discussion purposes, but not invested with bargaining powers and not utilized as disguised bargaining agents.[32] Although the factual context here clearly meets these tests, it is highly unlikely that similar factual situations would or could recur in any number. Here, the following facts are found:

> (a) The committees were not instituted to combat unionization or to serve as disguised bargaining agents; they were instituted at Government request, to serve functions specified by the Government and to operate with Government approved by-laws.[33]
>
> (b) The committee members and the management representatives recognize that neither has any right or authority to bargain, and, as the Trial Examiner, the Board, and the Court of Appeals found, all aspects of collective bargaining are absent.[34]
>
> (c) In various plants, the committees have for years existed side by side with bona fide trade unions.[35]
>
> (d) The committees have no formal organization similar to a trade union and, in fact, do

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[31] *Id.*
[32] *Id.*
[33] *Cf.* Petition, p. 17; R. 100-101; 133-137, 139. See also references notes 5 and 6, above.
[34] *Cf.* Petition, p. 32; R. 121.
[35] *Cf.* Petition, p. 20; R. 112.

not conduct themselves like a trade union.[36]

(e) No anti-union animus can be attributed to Cabot.[37]

Counsel for Cabot have not located any reported case in which each of the above five factors was present; the probability of the recurrence of the same circumstances in the future would, therefore, appear small.

3: The petition urges an untenable explanation of the legislative history which, if adopted, would create serious constitutional problems not yet decided by this Court. The petition urges[38] that the meaning of the quoted language from the Conference Report is that Congress expressly rejected the provision of the Hartley Bill and intended to allow conferences between the employer and groups of employees, but not with employee committees. One need only insert this result in the language of the report to show how tenuous is the argument, thus:

AS THE REPORT READS:	AS THE BOARD WOULD READ IT:
"Section 8 (d) (3) of the Amended Labor Act in the House bill provided that nothing in the Act was to be construed as prohibiting an employer from forming or maintaining a committee of employees and discussing with it matters of mutual interest * * *. This provision is omitted from the conference agreement since the act by its terms permits individual employees and	"Section 8 (d) (3) of the Amended Labor Act in the House bill provided that nothing in the Act was to be construed as prohibiting an employer from forming or maintaining a committee of employees and discussing with it matters of mutual interest * * *. This provision is omitted from the conference agreement since the act by its terms permits individual employees and

[36] *Cf.* Petition, pp. 19-20, 32; R. 107.
[37] R. 133-137, 139; and see Tr., generally.

groups of employees to meet with the employer and Section 9 (a) of the conference agreement permits employers to answer their grievances."

groups of employees *(but not employee committees formed or maintained by an employer)* to meet with the employer and Section 9 (a) of the conference agreement permits employers to answer their grievances *(but not grievances presented by such employee committees)*."

Petitioner's assertions are not materially aided by the subsequent statements in the debate in the Senate as detailed in the petition. The statement of Senator Taft[39] was textually accurate; **no provision relating to company dominated unions was changed** by the amended act, the change dealt with committees which were not considered to be unions of any kind. The same is true of the pronouncements of Senator Ball.[40] But be that as it may, if the language of the debate be deemed sufficiently ambiguous to encompass a disclaimer of any intent to permit employee committees to be maintained, such language still could not detract from the clear intention demonstrated by the Conference Report, which, as above shown, is controlling.

The ultimate effect of petitioner's contention is that an employer would be barred by the Act from discussing with groups of its employees grievances and other matters pertaining to the employment, except with the intervention of a bargaining agent. To illustrate: *N.L.R.B. v. Kennametal, Inc.*,[41] held a completely unorganized group presenting a spontaneous grievance to be a "labor organization". *N.L.R.B. v. Stow Mfg. Co.*[42] (here relied on by

[38] Petition, p. 13.
[39] See Petition, p. 12; and *cf.* 2 Leg. Hist. 1539.
[40] See Petition, p. 13; and *cf.* 2 Leg. Hist. 1103.
[41] 182 F. (2d) 817 (C.A. 3).

the Board) held to be "labor organizations" monthly meetings of **all** employees at which grievances and other matters pertaining to employment were presented to the employer. And now, here,[43] the Board would have it that any committee which discusses grievances, etc., with the employer is a labor organization. Thus, says the Board, a meeting with **all** employees is a labor organization, a meeting with a select few (committee) is a labor organization, or a meeting with a disorganized group of employees is a labor organization, if such meeting discusses anything bearing on the employment relationship. And if the employer calls or "maintains" such a meeting, or series of meetings, he is "interfering" with or "dominating" or "supporting" a labor organization.

Therefore, the net result of the Board's position is to deny to an employer the right to call a meeting of all or part of his employees and discuss with them any matters pertaining to their jobs, whether or not any bargaining is intended or occurs and whether or not a bargaining representative exists. Such a result would deny to an employer (and to his employees) freedom of speech and freedom of peaceable assembly in violation of the First Amendment to the Constitution of the United States. The prohibition against discussing matters dealing with employees' jobs is an effective prohibition against all speech[44] with employees in groups, except where bargaining agents are involved. But, as above shown, no matter what the intent of the original Act, the amendments make it clear that no such untenable restriction was envisaged, and that the right of an employer to "discuss" any subject with groups or committees of his employees, even grievances, is not restricted.

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[42] 217 F. (2d) 900 (C.A. 2), cert. den. 348 U.S. 964.
[43] Petition, pp. 10-14.
[44] *Cf. Thomas v. Collins*, 323 U.S. 516, 530, 535.

CONCLUSION

Even under the original Act it was not the intention (as the petition appears to suggest) that every employee committee formed by management be outlawed; otherwise, there need not have been added the qualification that the committee "exist for the purpose * * * of dealing with" the employer. However, the Board, in its zeal to stamp out "company unions" went far beyond the legislative intent, and the Courts, relying upon the Board's assumed expertise, followed suit. The practical result was to outlaw **all** employee committee plans. Congress undertook to remedy this unsatisfactory situation in the 1947 Amendments. Under the Act, as amended, an employer may legally maintain a committee of his employees with whom he may "discuss" any subject under the sum, including the adjustment of grievances not handled by a bargaining agent, but he still may not utilize such a committee as a disguised company union by bargaining with it. This is the sum and substance of the decision below.

It is respectfully submitted that the petition for a writ of certiorari should be denied.

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In the Supreme Court of the United States

OCTOBER TERM, 1958

No. 329

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

CABOT CARBON COMPANY AND CABOT CARBON SHOPS, INC.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD

OPINIONS BELOW

The opinion of the court below (R. 95) is reported at 256 F. 2d 281. The findings of fact, conclusions of law and order of the National Labor Relations Board (R. 89–145, 156–162) [1] are reported at 117 N. L. R. B. 1633.

JURISDICTION

The judgment of the court below was entered on June 9, 1958 (R. 109). The petition for a writ of

[1] References to the transcript of record in the court below, which is Vol. I of the Record before this Court, are designated "R." References to the joint appendix filed in that court, here printed as Vols. II and III of the Record and separately paginated, are designated "RII" and "RIII."

certiorari was granted on October 20, 1958 (R. 110). The jurisdiction of this Court rests on 28 U. S. C. 1254 (1).

QUESTION PRESENTED

Whether employee committees maintained by an employer for the purpose of meeting regularly with management and discussing problems of mutual interest, including employee grievances in non-union plants and departments—and which in practice have discussed, complained about, and made recommendations concerning, seniority and transfer of employees, improvement of working facilities, vacations, sick leave and various other matters affecting employment—are labor organizations within the meaning of Section 2 (5) of the National Labor Relations Act.

STATUTE INVOLVED

The relevant provisions of the National Labor Relations Act, as amended (61 Stat. 136, 29 U. S. C. 151, *et seq.*) are as follows:

DEFINITIONS

SEC. 2. When used in this Act—

* * * * *

(5) The term "labor organization" means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

* * * * *

UNFAIR LABOR PRACTICES

SEC. 8. (a) It shall be an unfair labor practice for an employer—

* * * * *

(2) to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: *Provided,* That subject to rules and regulations made and published by the Board pursuant to section 6, an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay;

* * * * *

REPRESENTATIVES AND ELECTIONS

SEC. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment: *Provided,* That any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect: *Provided further,* That the bargaining representative has been given opportunity to be present at such adjustment.

The relevant provision of the original National Labor Relations Act (Act of July 5, 1935, c. 372, 49 Stat. 449) is as follows:

REPRESENTATIVES AND ELECTIONS

SEC. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment: *Provided,* That any individual employee or a group of employees shall have the right at any time to present grievances to their employer.

STATEMENT

I. THE BOARD'S FINDING OF FACTS

A. FORMATION OF THE EMPLOYEE COMMITTEES DURING WORLD WAR II

Cabot Carbon Company and Cabot Shops, Inc. are subsidiary corporations of Godfrey L. Cabot, Inc. and operate within the Southwestern Division of the parent corporation (R. 44; RII. 181, 263–264). They are referred to jointly as Cabot.

During World War II the War Production Board encouraged critical war industries, including Cabot, to set up joint "labor-management committees" as part of the war effort to promote increased production and efficiency (R. 47; RII. 206, 216–217, 256–257; RIII. 898). Accordingly, in 1943, pursuant to instructions

from Reno Stinson, Cabot's Director of Industrial Relations, employee representatives from each of Cabot's plants were elected and held a conference with Stinson at Pampa, Texas, for the purpose of drafting by-laws for employee committees which were to be established at each of the plants (R. 47–48; RII. 196, 206–208, 218; RIII. 898–899). These by-laws, drafted with the assistance of Director Stinson, were thereafter approved by the employees and local management at all the plants and a copy was sent to the War Production Board (R. 48; RII. 206, 259–260; RIII. 900–901).

As contemplated by the by-laws, an Employee Committee was elected at each of Cabot Carbon Company's approximately 16 plants or installations and at each of the 2 plants of Cabot Shops, Inc. (R. 47, 51; RII. 11, 182–183, 196). The Committees have no formal organization. There are no membership requirements, no dues and no officers. The Committees have no funds and rely upon clerical assistance and other facilities furnished by Cabot when necessary for their activities and functions (R. 51, 62; RII. 152, 244; RIII. 518–519). Organization is limited to the election, annually, of committeemen and alternates (R. 51; RII. 152). Outgoing Committee members conduct the nomination and election of succeeding Committee members with the help of the plant clerk (R. 61; RII. 155, 429–431; RIII. 895). The Committees meet with management at regular monthly meetings and attend any special meetings called by management (R. 47, 50; RII. 156).

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Although there is no provision in the by-laws for a "Central Committee", such a committee exists as a part of the employee representation plan. It is composed of the chairman of each plant Committee. It meets annually with top management in Cabot's Pampa, Texas office (R. 54–55; RII. 206–207, 243–244; RIII. 516–517, 907–908). Management defrays all the travel and other expenses connected with attendance at such meetings (R. 55; RII. 244).

B. PURPOSES AND FUNCTIONS OF THE COMMITTEES AS STATED IN CABOT'S POLICY MANUAL AND EMPLOYEE HANDBOOK

After the war, the Committee by-laws were included and published in the "Cabot Guide", a company-wide policy manual (R. 48; RII 152–167, 204–205, 208). These by-laws, except for minor revisions, are still in effect and are recognized as a part of company policy (R. 48; RII. 200–202; RIII. 665–666, 929–930). Cabot also issues an employee handbook entitled "You And Your Job With Cabot" which is presented to each regular employee (R. 47; RII. 4–9, 191–192, 288, 319–320, 374).

In the handbook the employee is informed, *inter alia,* (R. 47; RII. 4):

> At each plant, department, and in the Pampa Office, there is an Employee Committee. Employee Committees handle employee grievances at non-union plants and departments and make recomendations on suggestions from employees in accordance with the Suggestion Plan.

The Suggestion Plan is described in the "Cabot Guide" (R. 52; RII. 157–159). This Plan provides for cash awards to employees selected by the Employee

Committees and plant management for valuable and meritorious suggestions with respect to various matters, including "Ideas for eliminating a safety hazard or improving working conditions" (R. 52, n. 6; RII. 159).

The Committee by-laws, as set forth in the "Cabot Guide", provide that the purposes of the Committee are to bring about a better understanding between employees and management and to provide a definite procedure for considering employees' ideas with respect to problems of mutual interest, such as, for example, safety, increased efficiency in production, conservation of supplies, materials and equipment, encouragement of ingenuity and initiative, and grievances in non-union plants or departments (R. 48, 51; RII. 152).

The "Guide", in addition to incorporating the Committees' by-laws, sets forth a seniority policy for non-union plants and departments and provides that seniority lists shall be furnished the Committees and that any deviations from those lists shall be discussed with the Committees. If the Committees are dissatisfied with Cabot's explanation for the deviations, they may file grievances under the regular grievance procedure prescribed in the policy manual (R. 52–53; RII. 162–167). That grievance procedure provides that in non-union plants and departments the aggrieved employee may handle his grievance personally or through the Employee Committee; that if he handles the grievance through the Committee, it shall be the Committee's duty to consult with supervisory personnel, consider all the evidence, weigh the facts, and

set out in writing its reason for believing the grievance has merit before filing a formal grievance with management (R. 52–53; RII. 160–162).

The by-laws further provide, under a heading entitled "Rights and Duties of Committees", that the Committees do not in any way detract from the authority and responsibility of management but should assist management in general "in solving problems of mutual interest." They provide that the Committees shall meet at regular monthly and special meetings called by management; work with management on those problems of mutual interest set out under "Purposes"; make recommendations on employee suggestions submitted under Cabot's Suggestion Plan; handle grievances at non-union plants and departments according to Cabot's established grievance procedure; report trouble-makers or acts of disturbance which would tend to lower morale; and insist that gripes, grumbling or trouble-making among the employees stop or be taken up through the grievance procedure (R. 50–51; RII. 156–157).[2]

C. THE COMMITTEES IN OPERATION AFTER OCTOBER 1954

The employee representation system was not discontinued after the cessation of World War II hostilities in 1945. Instead, an additional Committee was

[2] Copies of the "Guide" are distributed to plant superintendents and higher Cabot officials and are made available in each plant office (RII. 205). Those portions of the "Guide" pertaining to the Committee's by-laws, the Suggestion Plan, grievances and seniority, however, are furnished to each committeeman (RII. 208).

set up for each new plant acquired by Cabot (R. 51, 56; RII. 208, 305–306; RIII. 901–902).

The Committees, in addition to discussing with management problems concerning plant production and efficiency, dealt with it concerning a wide variety of other matters. Thus, during the period covered by the complaint—between October 1954 and the date of the hearing before the Board in 1956—the Employee Committees discussed, complained about, made requests and recommendations, or otherwise dealt with Cabot, with respect to seniority and transfer of employees, job classifications, job bidding, improvement of working facilities, overtime records and time cards, the merit system, layoff and makeup time, working schedules, vacation and sick leave, holidays, allocation of company houses, and other matters affecting their employment (R. 53–55, 59; RII. 19–39, 42–43, 45, 48, 50–57, 90, 92–96, 99, 101–110, 112, 114–115, 118–119, 122–142, 339–359, 469–475; RIII. 477–483, 555, 570–577, 635–650, 707–708, 743, 762, 779–780, 803–824, 826–832, 841–844). And while management did not accede to all requests, it frequently acted on complaints or decisions made by the Committees. Thus, among other things, management agreed to change from a company to a plant seniority system in several plants where employees desired the change (RII. 19–20, 83, 342–343, 357, 469–470; RIII. 480); to install vents for tops of warehouses (RII. 35, 471–472; RIII. 482); to provide longer notice periods for jobs up for bid (RIII. 744); to furnish gloves at cost (RII. 35, 477–479); to permit employees to report early and leave early on weekends (RII. 109; RIII. 804–807); and to establish

an annual basis for allocating overtime (RIII, 760–763). A more detailed description of how the various subjects of discussion were handled by the Committees and management is set forth in an Appendix to this brief, *infra*, pp. 42–46.

The Central Committee at its 1955 and 1956 annual meetings with Cabot's Director of Industrial Relations, Stinson, and other management representatives made proposals, requests or complaints and had discussions with respect to matters similar to those handled by the plant Committees. These subjects included: the advisability of continuing Cabot's Suggestion Plan in view of its incentive award system (RII. 58–59, 73–76); proposed changes in the operation of the Credit Union at Cabot plants (RII. 61–65); a three week vacation for employees with ten years' service (RII. 65); annual sick leave and sick or disability benefits (RII. 65–67, 77–80); whether Cabot could set an example for its competitors in establishing benefit plans (RII. 67–68, 77–78); the practice of working on holidays (RII. 68); Cabot's contribution to the expense of an Employee Educational Program (RII. 68–69, 85–86); the granting of leaves of absence for employees wishing to attend college (RII. 69); the furnishing of work gloves to employees by Cabot or, in the alternative, Cabot's purchase of such gloves at wholesale rates and sale to employees at cost (RII. 69–70; RIII. 587); whether company houses should be distributed on the basis of job or seniority (RII. 80–81); whether shift men should be permitted to make up for days lost from work (RII. 81); requests for the creation of more job classifications, with resulting

higher wages for those jobs in certain plants, and for greater uniformity among the different plants in maintaining job classifications (RII. 81–82); more opportunities for employees to transfer from plant to plant or to different departments (RII. 82–84); request that Cabot compensate employees for losses in pay incurred while attending National Guard camps (RII. 84); whether employees who refuse to take new jobs or assignments should be laid off (RII. 84–85); whether means of notifying employees on night shifts of telephone calls could be arranged (RII. 85); whether length of work day for shift workers should be same as those for the gang with which they work (RII. 86–87); request that bathing time and either a higher wage or an allotment for clothes be allowed sandblasters and painters (RII. 87); and a request for general wage increases (RII. 87–88).

With respect to each of the proposals, requests or complaints made by the committeemen at these Central Committee meetings, Director Stinson explained Cabot's practice or policy, discussed whether or not acceding to the proposals or requests would be feasible or economically permissible from Cabot's point of view and sought to reach some solution (RII. 58–88). In some instances Stinson, or some other management representative, expressed approval of the committeemen's suggestions or promised to see what could be done about remedying the situation complained about (RII. 59, 68, 69–70, 80, 81, 82). In other instances the management representative suggested that the committeeman take the matter up with

local management (RII. 82, 85, 87). In still other instances, he expressed disagreement with the requests or proposals, explaining his reasons for doing so (RII. 62–63, 65–67, 68, 77–80, 82–84, 85, 88).

While the Employee Committees, including the Central Committee, have never attempted to negotiate a contract, the dealings between them and management have provided, as the Board found, "a forum for discussion of mutual problems, exchanges of information, presentation and consideration of employee suggestions and recommendations, including the adjustment of grievances and the improvement of working conditions" (R. 55).

At 7 of Cabot's 16 plants or installations outside unions have been certified by the Board (R. 45–46, 54–55, 64, n. 11; RII. 11, 182–183, 211–212).[3] The Committees have coexisted with these certified unions, though not always without friction (R. 54–55; RII. 210, 211, 253; RIII. 876). Their functions under such coexistence have generally been limited to the handling of grievances for employees outside the bargaining unit and to matters such as plant efficiency and production problems (R. 54; RII. 228–229, 401, 405–407, 419; RIII. 513–514, 873). Nevertheless, as

[3] The International Chemical Workers Union, AFL–CIO, which filed the unfair labor practice charges in this case, has been the duly certified and recognized bargaining representative of the production employees at the Ville Platte plant since 1946 and at the Canal Plant since December 1955 (R. 45, 64, n. 11; RII. 178, 398, 404). Other labor organizations have been certified and recognized at the Pampa Plant, the Schafer A Plant, the Schafer B Plant and at both plants of Cabot Shops, Inc. (R. 46; RII. 211; RIII. 783, 872–873).

late as March 3, 1955, the Employee Committee at the Ville Platte plant discussed with management the installation of water coolers in the warehouses for the convenience of employees and the improvement of employee facilities on the docks. Management undertook to alleviate the conditions complained of (R. 54–55; RII. 91–92).

In the event of conflict, the Employee Committees have customarily yielded to the certified bargaining representative (R. 54; RIII. 514). And because of such a conflict, no members were elected to the Employee Committees at either the Ville Platte plant or the Canal plant in 1956 (R. 55; RII. 398–399, 454–455, 458; RIII. 475–477, 894–895, 938–939).[4] At some of the unionized plants, representatives on the Committees are also members of the certified union and at one plant representatives of the Committee and of the certified union hold joint meetings with management (R. 55; RII. 420–421; RIII. 493, 792–795, 876). In recognition of the conflict between the Committees and certified unions, Director Stinson reported at the

[4] Cabot's Director of Industrial Relations, Stinson, explained the discontinuance of the Committee at Ville Platte as follows (RII. 211–212):

> They just neglected electing a committee there and in the light of this Complaint * * * the superintendent up there told me he thought the union didn't want us to have the employee committee and personally he didn't see why both committees (Employee Committee and Union's Committee) should do the same job so they just didn't elect any. So the two committees have been turned over to the union at the two plants where the Chemical Workers represent the employees.

March 21, 1956, meeting of the Central Committee that "There has been some discussion for several years in regard to having both an Employee Committee and a Union Committee at a Union plant," and he expressed uncertainty as to whether Employee Committees in unionized plants would be continued during the succeeding year (RII. 72). He reported that management at the Canal and Ville Platte plants had suggested that Union committee chairmen be sent to Central Committee meetings and that Union meetings be permitted to handle the Suggestion Plan (RII. 72). Several Union committeemen did, in fact, attend the 1956 Central Committee meeting (RII. 70–71).

II. THE BOARD'S CONCLUSION AND ORDER

On the basis of the foregoing facts, the Board concluded that the Committees are labor organizations within the meaning of Sec. 2 (5) of the Act (R. 58–60, 82). It found that Cabot had dominated and interfered with the administration of the Committees and furnished assistance and support to them, in violation of Section 8 (a) (2) and (1), of the Act (R. 60–62, 82).

The Board's order accordingly requires Cabot to cease and desist from the unfair labor practices found; to withhold all recognition from the Committees as the representative of any of its employees for the purpose of dealing with Cabot concerning grievances, labor disputes, wages, rates of pay, hours of employment or other conditions of work; to disestablish them completely as such representatives and to post appropriate notices (R. 82–83).

III. THE DECISION OF THE COURT BELOW

The court below (R. 96) accepted the Board's determination that Cabot had interfered with, assisted and supported the Committees, but it found no violation of the statute because in its view the Committees are not labor organizations within the meaning of Sections 2 (5) and 8 (a) (2) of the Act.

The court acknowledged that the Committees "have discussed, complained about or made recommendations concerning" subjects covering virtually every aspect of the employment relationship (R. 99). It held, however, that "a group of employees is not a labor organization unless it exists for the purpose of negotiating or bargaining with employers" and that the Committees did not exist for that purpose (R. 101). In reaching this conclusion, the court interpreted the term "dealing with" as used in Section 2 (5), which defines a labor organization as "any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances," etc., to mean more than "discussing with," and as being synonymous with "negotiating or bargaining" (R. 101).

This interpretation, the court stated (R. 101–106), was buttressed by Section 9 (a) of the Act, which recognizes the right of "any individual or group of employees" to present grievances to their employer, and the legislative history of that provision. In the court's view, Congress' failure, in amending the Act

in 1947, to adopt a proposal in the House bill which would have permitted employers to form and maintain employee-management committees similar to the Committees here involved, where no certified or recognized bargaining representative existed, should not be construed as a rejection of the proposal in principle. The court believed that Congress in effect approved that proposal, and excepted such organizations from the statutory definition of labor organization, when it added to Section 9 (a)—the majority rule provision of the Act—provisos which recognized the right of any employee or group of employees to present grievances to their employer and have the grievances adjusted without the intervention of a bargaining representative so long as the adjustment is not inconsistent with the terms of a collective bargaining agreement and the bargaining representative has been given an opportunity to be present at the adjustment.

SUMMARY OF ARGUMENT

A. Tested by the bare words of Section 2 (5) of the statute, which defines a "labor organization" as "any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work", the Employee Committees are labor organizations within the purview of the statute. Thus, the employees participate in the Committees through elected representatives. And the Committees exist, at least in part, for the

purpose of "dealing" with Cabot concerning grievances and working conditions, as shown by the Committees' by-laws and other printed matter published by Cabot in its policy manual and employees' handbook and by the manner in which the Committees have actually functioned.

B, The legislative history of the Wagner Act shows that Congress deliberately defined the term "labor organization" very broadly in order to include all organizations of employees whether they merely "deal" or "bargain collectively" with employers in regard to grievances or working conditions. This is made clear not only by the Senate Report on the bill which was enacted, but also by the evolution of Section 2 (5) while under legislative consideration.

Thus the definition of "labor organization" did not originally include "employee representation committee or plan." Those words were added after Congress was advised that such committees or plans, which might not be regarded as conventional labor organizations, nevertheless constituted "the most prevalent form of company union" (1 Leg. Hist. (1935) 271–272). The definition was broadened to include such organizations so that now "an employer is now not permitted to organize a shop committee to present grievances on questions of safety and other minor matters even though he does not use such shop committee as a subterfuge for collective bargaining on the essential points of wages and hours" (1 Leg. Hist. (1935) 1320). Moreover, although Congress adopted a proposal by the then Secretary of Labor that the words "or conditions of work" be added to the end

of the proposed definition, it rejected the further suggestion that the definition be narrowed to include only those organizations which exist for the purpose of "bargaining with" employers rather than merely "dealing" with them.

The purpose of the comprehensive statutory definition was to reach every variety of employee representation committee or plan, because where they are employer dominated or supported, they "may be a ready and effective means of obstructing self-organization of employees and their choice of their own representatives for the purpose of collective bargaining." *National Labor Relations Board* v. *Pennsylvania Greyhound Lines*, 303 U. S. 261, 266, 269.

This and other courts have uniformly held employee representation committees, and plans similar to those here involved, to be labor organizations within the meaning of the original statute.

C. Congress in 1947 reenacted without change the broad definition of "labor organization" contained in Section 2 (5) and the proscription against employer domination or support of labor organizations embodied in Section 8 (2) of the original Act. Congress did not, by amending the Act in other respects, inferentially amend the definition of labor organization or remove any type of labor organization from the proscription of Section 8 (a) (2).

The holding of the court below that Congress, although not adopting, nevertheless approved in principle, a proposed Section 8 (d) (3) in the House bill which would have permitted an employer to form and maintain employee committees and to discuss with

them matters of mutual interest, including grievances and subjects within the field of collective bargaining, where no recognized or certified bargaining representative exists, finds no support in the language of the statute or in its legislative history. The Conference Committee, in explaining the failure to adopt the proposed Section 8 (d) (3), stated that the Act, "by its terms permits individual employees and groups of employees to meet with the employer and section 9 (a) of the conference agreement permits employers to answer their grievances" (1 Leg. Hist. (1947) 549). The Conference Committee thus noted that Section 8 (d) (3) had been rejected because it was not needed to safeguard the right of individual employees and groups of employees to meet with their employer and discuss matters of mutual interest since that right is adequately protected elsewhere in the Act. Under Section 7 and Section 8 the employees were already free—where no exclusive bargaining representative existed—to meet with their employer, individually or in groups, organized or unorganized, and discuss with him matters of mutual interest, including subjects within the area of collective bargaining. And where an exclusive bargaining representative existed, the employees were permitted, under the provisos to Section 9 (a) of the Act as amended, to meet with their employer individually or in groups to present grievances and the employer was permitted to answer their grievances independently of the bargaining agent, subject to the latter's right to be present for the purpose of protecting the bargaining contract or the interests of the unit as a whole. In these circumstances the

only permissible inference is that Congress intended no change in the statutory definition of labor organization even by implication.

Finally, there is no basis in any of the Taft-Hartley amendments or in their legislative history for the view of the court below that the word "dealing" as used in Section 2 (5) should now be construed to mean "bargaining collectively" and that an employer dominated and supported committee which does not bargain collectively with the employer is permissible under Section 8 (a) (2). On the contrary, Congress not only specifically rejected all attempts to amend Section 8 (2) of the original Act and left its prohibitions unchanged, but also disclaimed any intention to amend the statutory definition of labor organization which was carried over from the Wagner Act to the Taft-Hartley Act.

Courts of appeals in four circuits, in interpreting the statute subsequent to the Taft-Hartley amendments, have held it applied to committees similar to those here involved.

ARGUMENT

The Board's finding that Cabot dominated and interfered with the administration of the Employee Committees, including the Central Committee, and contributed support to them, was not contested in the court below or in the brief in opposition. This conduct, it must be conceded, was in violation of Section 8 (a) (2) of the Act if those Committees are labor organizations, for that section makes it an unfair labor practice for an employer "to dominate or interfere with the * * * administration of any labor

organization or contribute financial or other support to it." The sole issue before this Court, therefore, is whether the Committees are labor organizations within the meaning of the statute. The court below concluded that they were not such organizations because they did not exist for the purpose of "negotiating or bargaining" but merely served as a forum for discussion of subject matters relating to the employment relationship. The artificial distinction thus drawn by the court finds no support in the statute itself, its legislative background or in the decided cases. On the contrary, as we show below, these Committees fall squarely within the definition of "labor organization" set forth in Section 2 (5) of the Act and the legislative history of the Act supports that reading.

I. THE COMMITTEES FALL SQUARELY WITHIN THE DEFINITION OF "LABOR ORGANIZATION" SET FORTH IN SECTION 2 (5) OF THE ACT

The term "labor organization" is defined in Section 2 (5) of the statute as—

> * * * any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

The Committees at the various Cabot plants and installations and the Central Committee clearly fall within the literal language of this statutory definition. Thus, the employees "participate" in the Committees

through their elected representatives who meet with local plant management at regular monthly and special meetings called by management and through the Committee chairmen who meet annually with Cabot's top management at Pampa, Texas. The Committees, moreover, in any literal sense of the word, exist for the purpose of—and actually engaged in—"dealing" with management concerning "grievances" and "conditions of work" (*supra*, pp. 6–13 and Appendix, *infra*, pp. 42–46).[8] The Committee by-laws and other printed matter published by Cabot in its policy manual and in its employee handbook describe the purposes and duties of the Committees as including assistance to management "in solving problems of mutual interest" and the handling of employee grievances and seniority problems in non-union plants and departments. These publications do not purport to describe fully or to reflect the actual purposes and functions of the Committees including the Central Committee which, as shown in the Statement, *supra*, pp. 6, 10–12, constitutes an important part of the Committee structure.

The purpose for which these Committees existed is most clearly manifested by the manner in which they

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[8] Funk & Wagnalls, New Standard Dictionary of the English Language (1952): "deal: To have business relations, mutual intercourse, or dealings with a person, or be interested in the buying or selling of something." Webster's New International Dictionary (2d ed.): "deal:

III. To act in mutual relations:

8. To have intercourse or dealings (with) * * *

9. To act as an intermediary in business or any affairs; to make arrangements; to negotiate * * *."

functioned as recorded in the minutes of their meetings and described in the testimony of those who attended. As already indicated, the minutes and testimony reveal that the employee representatives in their meetings with management discussed, complained about, made requests and recommendations or otherwise dealt with their respective employers with respect to, seniority and transfer of employees, job classifications, job bidding, improvement of working facilities, overtime records and time cards, the merit system, layoff and makeup time, working schedules, vacation and sick leave, holidays, allocation of company houses, a general wage increase and other matters affecting their employment. In short, although the Committees did not attempt to negotiate any formal contracts, the meetings between them and the Company covered virtually every phase of the employment relationship, with the former making proposals and requests and the latter accepting some and rejecting others. Thus all terms in the definition are clearly met by these Committees.

II. THE LEGISLATIVE HISTORY OF THE STATUTE SHOWS THAT CONGRESS MEANT TO EMBRACE WITHIN THE DEFINITION OF LABOR ORGANIZATION COMMITTEES OF THE TYPE HERE INVOLVED

A. THE 1935 LEGISLATIVE HISTORY

Both Section 2 (5), defining the term "labor organization," and Section 8 (2), making it an unfair labor practice for an employer to dominate or support a labor organization, of the Wagner Act were reenacted without change in the corresponding Sections 2 (5) and 8 (a) (2) of the Taft-Hartley Act. The legisla-

tive history of these sections at the time of their first enactment therefore furnishes the most reliable guide as to their present meaning.

Congress, as this history establishes, deliberately defined the term "labor organization" "very broadly in order that the independence of action guaranteed by section 7 of the bill and protected by section 8 shall extend to all organizations of employees that deal with employers in regard to 'grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.' This definition includes employee-representation committees and plans in order that the employers' activities in connection therewith shall be equally subject to the application of section 8."[6] The reach of the comprehensive statutory definition and the considerations which prompted its adoption are made clear not only by the quoted statement from the Senate Report but they are also underscored by a comparison of the drafts of the 1934 and 1935 bills (S. 2926 and S. 1958) introduced by Senator Wagner and by the amendments and proposed amendments to those drafts.[7]

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[6] S. Rep. No. 573 on S. 1958, 74th Cong., 1st Sess., p. 7, reprinted in 2 Legislative History of the National Labor Relations Act, 1935 (Govt. Print. Off., 1935), p. 2306. The latter publication will hereinafter be referred to as "Leg. Hist. (1935)."

[7] This comparison and some of the proposed amendments are set forth in a Senate Committee Print, 74th Cong., 1st Sess., entitled "National Labor Relations Board, Comparison of S. 2926, Seventy-Third Congress and S. 1958, Seventy-Fourth Congress, and Proposed Amendments", printed for the use of the Committee on Education and Labor (Govt. Print. Off., 1935). This document is reprinted in 1 Leg. Hist. (1935) 1319–1371.

The original Senate print of the 1934 bill (S. 2926) defined the term "labor organization" as "any organization, labor union, association, corporation, or society of any kind in which employees participate to any degree whatsoever, which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, or hours of employment" (1 Leg. Hist. (1935) 2). During the hearings on this bill, Edwin E. Witte, Professor of Economics, University of Wisconsin, questioned whether the definition as then written "covers the situation that is most prevalent in this whole field of company unionism, that loose organization, if you can call it an organization, that has no members, no dues, that is merely a method of electing representatives * * * known as the 'employee representation' committee, which is the most prevalent form of company union" (*id.*, at 271–272). At Senator Wagner's prompting, he proposed that the definition be amended to include the "employee representation committee" (*id.*, at 272).

The final version of the 1934 bill (S. 2926 as reported, 2d Senate print) contained the revision suggested by Professor Witte. It defined "labor organization" as "any organization or any agency or employee representation committee, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning hours of labor, wages or working conditions" (1 Leg. Hist. (1935) 1086).

The original Senate print of the 1935 bill (S. 1958), however, broadened this definition to include "any organization *of any kind,* or any agency or employee

representation committee *or plan* in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning *grievances, labor disputes,* wages, rates of pay, or hours of employment" (italicized words added in this draft) (1 Leg. Hist. (1935) 1296). Miss Frances Perkins, then Secretary of Labor, proposed that the latter definition be amended by substituting for "dealing" the words "bargaining collectively" and by adding to the end of the proposed definition the words "or conditions of work."[8] In the second print of S. 1958, which contains the definition of labor organization as finally enacted, the Senate added the words "or conditions of work" to the proposed definition but did not adopt the Secretary's proposal that "dealing" be changed to "bargaining collectively" (2 Leg. Hist. (1935) 2287). It would thus appear that the broader term "dealing" was deliberately retained to avoid any limiting effect which the phrase "bargaining collectively" might otherwise have implied.

The significance of the broad language appearing in the later and final drafts of the proposed definition is explained in memoranda prepared for the use of the Senate Committee.[9] Thus, in a memorandum dated March 11, 1935, comparing the 1935 bill with the 1934 bill it is pointed out (1 Leg. Hist. (1935) 1320):

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[8] National Labor Relations Board, Hearings before the Committee on Education and Labor, U. S. Senate, March 12, 1935, 74th Cong., 1st Sess., on S. 1958, pp. 66, 67; 1 Leg. Hist. (1935) 1331, 1442, 1443.

[9] See n. 7, *supra*, p. 24.

> Last year the term "labor organization" was strictly limited to an organization which existed for the purpose of dealing with employers concerning hours, wages, or working conditions. This year the term "labor organization" has been broadened in the bill to include an organization that deals with employers concerning grievances as well as wages, rates of pay or hours of employment. The importance of this is that an employer is now not permitted to organize a shop committee to present grievances on questions of safety and other minor matters even though he does not use such shop committee as a subterfuge for collective bargaining on the essential points of wages and hours. In other words, the present draft is intended to outlaw certain types of personal administration commonly used by employers and not hitherto felt to be obnoxious.

In a further analysis and comparison of the two drafts, S. 2926 and S. 1958, the Senate Committee was advised (1 Leg. Hist. (1935) 1347):

> Section 2 (5): The two drafts are substantially identical except that S. 1958 includes the term "plan" for obvious reasons. It has been argued frequently by employers as well as by protagonists of the bill last year that an employee representation plan or committee arrangement is not a labor organization or a union but simply a method of contact between employers and employees. But the act is entitled to prescribe its own definitions of labor organizations, for its own purposes, and it is clear that unless these plans, etc., are included in the defi-

nition, whether they merely "deal" or "adjust," or exist for the purpose of collective bargaining, most of the activity of employers in connection therewith which we are seeking to outlaw would fall outside the scope of the act. The act would thus be entirely nullified. If, as employers insist, such "plans," etc., are lawful representatives of employees, then employer activity relative to them should clearly be included.

For like reasons, S. 1958 adds to the purposes for which labor organizations exist, "grievances," and "labor disputes," in addition to the traditional wages, hours, and working conditions. In most cases employee representation plans or committees are nothing but agencies for presenting and discussing grievances or other minor matters, and do not address themselves at all to the fundamental issues of collective bargaining agreements as to hours, wages, and basic working conditions. To exclude the term "grievances" particularly would exclude from the provisions of this act the vast field of employer interference with self-organization by way of such plans or committees.

It is evident from the foregoing that Congress did not intend to give the term "labor organization" the limited meaning which the court below adopted. On the contrary, as the comprehensive statutory definition and its legislative genesis demonstrates, Congress manifested an intention to reach beyond the conventional type of labor organization and include every variety of employee representation plans. Representation plans, like the Committees here, were the most preva-

lent form of "company unions" [10] and the original proposed definition of "labor organization" was enlarged for the very purpose of removing them from the industrial scene. See also S. Rep. No. 573 on S. 1958, 74th Cong., 1st Sess., pp. 10, 11, reprinted in 2 Leg. Hist. (1935) 2309, 2310; H. Rep. No. 969 on H. R. 7978, 74th Cong., 1st Sess., pp. 15–16, reprinted in 2 Leg. Hist. (1935) 2925–2926. To that end Congress outlawed all such representation committees, plans or schemes, where employer-dominated or supported, without regard to "whether they merely 'deal' or 'adjust', or exist for the purpose of collective bargaining * * *" in the conventional sense.[11] It broadly proscribed such organizations because they "may be a

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[10] U. S. Dept. of Labor, Bureau of Labor Statistics, *Characteristics of Company Unions*, 1935 (Govt. Print. Off., 1938) pp. 199, 204:

> The great majority of company unions were set up entirely by management. Management conceived the idea, developed the plan and initiated the organization.
>
> * * * * * *
>
> Considered from the standpoint of their functional pattern, company unions present a varying aspect. * * *
>
> At one extreme are a large number of company unions—more than half—which performed none of those functions which are usually embraced under the term "collective bargaining." Some of these were merely agencies for discussion. * * *
>
> Another group of company unions, about one-third, were undertaking only a few of the activities in which trade-unions normally engage. These company unions concerned themselves with individual grievances and some matters relating to working conditions; but broad questions of wages and hours, if they were discussed at all, had not been submitted to a process of negotiation and bargaining. * * *

[11] 1 Leg Hist. (1935) 1347.

ready and effective means of obstructing self-organization of employees and their choice of their own representatives for the purpose of collective bargaining." *National Labor Relations Board* v. *Pennsylvania Greyhound Lines*, 303 U. S. 261, 266, 269. This is true regardless of the "good motives" of the employer and despite the fact that he "has never objected to [his] employees joining labor unions." *National Labor Relations Board* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241, 248, 250–251.

In the light of these considerations, unless the 1947 amendments to the Act effected a change in the broad coverage of the statutory definition of labor organization, the Committees involved here are labor organizations within the meaning of the Act. The fact that the Committees did not attempt to negotiate a contract with the Company does not, as the legislative history clearly indicates, detract from the conclusion. Indeed, the fact that the dealings between such organizations and the employer seldom progress from discussion to negotiations and a formal contract covering terms and conditions of employment is often but a mark of impotence induced by the very fact of employer domination with which Congress sought to cope. *National Labor Relations Board* v. *James H. Matthews & Co.*, 156 F. 2d 706, 707 (C. A. 3).

Moreover, the circumstance that most of the Committees involved here may have been established during World War II, as the result a suggestion by the War Production Board that labor-management committees be created to increase plant production and efficiency, does not remove them from the coverage of

the Act nor immunize Cabot from the sanctions of the Act. Significantly, in making the suggestion, that agency advised the public that such committees were not to handle matters that fall within the area of collective bargaining.[12]

This and other courts have uniformly held, that employee representation committees or plans similar to those in this case are labor organizations within the meaning of the original statute.[13] We therefore turn

[12] The purpose of the employee-management committees suggested by the War Production Board "was to consider and improve all aspects of the production process which would tend to increase the quantity and quality of the products manufactured. According to the War Production Board instructions, the Committee was not to interfere with any bargaining machinery or undertake its functions." *National Labor Relations Board* v. *Kropp Forge Co.*, 178 F. 2d 822, 825 (C. A. 7), certiorari denied, 340 U. S. 810. Indeed, it was specifically stated in a brochure distributed by the War Production Board that "Grievances and collective bargaining matters will not be handled by the joint production committee, but will be referred to collective bargaining or other established machinery." *Kropp Forge Co.*, 68 N. L. R. B. 617, 631, quoting from *Labor Management News*, Vol. I, No. 4, dated August 16, 1943, the official weekly publication of War Production Drive, War Production Board, Washington, D. C. To the same effect, see: Frank S. McElroy and Alexander Moros, *Joint Production Committees, January 1948*, U. S. Department of Labor, Bureau of Labor Statistics, *Monthly Labor Review*, Vol. 67, August 1948, pp. 123–124.

[13] See the following pre-Taft-Hartley cases: *National Labor Relations Board* v. *Pennsylvania Greyhound Lines*, 303 U. S. 261, 268–269; *National Labor Relations Board* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241, 246–248; *National Labor Relations Board* v. *James H. Matthews & Co.*, 156 F. 2d 706, 708 (C. A. 3); *National Labor Relations Board* v. *Precision Castings Co.*, 130 F. 2d 639, 641 (C. A. 6); *Wyman-Gordon Co.* v. *National Labor Relations Board*, 153 F. 2d 480,

to the question whether, as the court below thought, the 1947 amendments inferentially narrowed the scope of the statutory definition so as to remove such organizations from its reach.

B. THE AMENDED ACT EFFECTED NO CHANGE IN THE DEFINITION OF "LABOR ORGANIZATION"

As already noted, Congress in 1947 reenacted without change the broad definition of "labor organization" contained in Section 2 (5) and the proscription against employer domination or support of labor organizations embodied in Section 8 (2) of the original Act. The court below, however, held that certain amendments of another section of the Act—9 (a)—viewed in the light of legislative history rejecting a proposed new section, had the effect of amending the definition of labor organization as that term is used in Section 8 (a) (2) of the Taft-Hartley Act. This is an extraordinary twist for it imports into the statute a proposal which was specifically rejected. Moreover it overlooks the fact that Congress, in adopting the 1947 amendments, specifically disclaimed any intention to change the definition of labor organization or to relax the prohibitions of Section 8 (2).

The rejected new proposal referred to was Section 8 (d) (3), of the House bill,[14] which provided:

481–482 (C. A. 7); *National Labor Relations Board* v. *American Furnace Co.*, 158 F. 2d 376, 378 (C. A. 7); *National Labor Relations Board* v. *C. Nelson Mfg. Co.*, 120 F. 2d 444, 445 (C. A. 8), enforcing 15 N. L. R. B. 1051, 1072.

[14] H. R. 3020, 80th Cong., 1st Sess., April 18, 1947, p. 26, reprinted in Vol. 1, Legislative History of the Labor Management Relations Act, 1947 (Gov't Print. Off. 1948) 183. The latter publication will hereinafter be cited as "Leg. Hist. (1947)."

> (d) Notwithstanding any other provision of this section, the following shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act: * * *
>
> (3) Forming or maintaining by an employer of a committee of employees and discussing with it matters of mutual interest, including grievances, wages, hours of employment, and other working conditions, if the Board has not certified or the employer has not recognized a representative as their representative under section 9.

The reasons for the proposed amendment were explained in the House Report [15] as follows:

> Section 8 (d) (3): During World War II, many employers, with the help of the Government, set up labor-management committees, with which they discussed matters of mutual interest. This exception to section 8 (a) (2) permits employers whose employees have not designated a bargaining representative to set up similar committees and to discuss with them wages, hours, working conditions and other subjects of collective bargaining as well as other matters of mutual interest; *but an employer may discuss subjects of collective bargaining only if the employees do not have a certified representative or one that the employer currently recognizes as the exclusive representative of the employees.* This clause does not permit "company unions." The employer and the committee may discuss and reach decisions, but neither side may require the other to make an agreement, or to follow the procedure of col-

[15] H. Rep. No. 245, 80th Cong., 1st Sess., p. 33, reprinted in 1 Leg. Hist. (1947) 324.

lective bargaining set forth in section 2 (11). The employees generally may elect members of the committee, but section 8 (a) (1) and (2) forbid the employer to create a formal organization having members among employees generally or other common characteristics of a labor union.

The House bill had also proposed substantial changes in Section 8 (2) of the original Act.[16] The Senate amended the House bill (H. R. 3020) by substituting a bill of its own (S. 1126). 93 Cong. Rec. 6382; 1 Leg. Hist. (1947) 880. The Senate bill retained, without change, the identical language of Section 8 (2) of the Wagner Act and contained no provision corresponding to the proposed Section 8 (d) (3) of the House bill.[17] The Conference Committee adopted the proposal in the Senate bill. In explaining the failure to adopt the proposed Section 8 (d)

[16] Thus, it would have outlawed employer domination or interference with the formation or administration of a labor organization only when accomplished "(A) by preventing such organization from determining independently or out of the employer's presence its own policies or planning independently or out of the employer's presence its own objects and courses of action; or (B) by giving, or offering to give, any reward, favor, or other thing of value to any person in a position of trust in such organization for the purpose of perverting his judgment or corrupting his conduct in respect to such organization; or (C) by assisting any labor organization [through certain proscribed means]." H. R. 3020, as passed House, 80th Cong., 1st Sess., April 18, 1947, pp. 20–21, reprinted in 1 Leg. Hist. (1947) 177–178. See also H. Rep. No. 245 on H. R. 3020, 80th Cong., 1st Sess., April 11, 1947, pp. 28–30, reprinted in 1 Leg. Hist. (1947) 319–321.

[17] S. 1126, as reported, 80th Cong., 1st Sess., April 17, 1947, pp. 11–12, reprinted in 1 Leg. Hist. (1947) 109–110.

(3) in the House bill, the Conference Committee stated:[18]

> Section 8 (d) (3) of the amended Labor Act in the House bill provided that nothing in the act was to be construed as prohibiting an employer from forming or maintaining a committee of employees and discussing with it matters of mutual interest, if the employees did not have a bargaining representative. This provision is omitted from the conference agreement since the act by its terms permits individual employees and groups of employees to meet with the employer and section 9 (a) of the conference agreement permits employers to answer their grievances.

The court below read this statement, coupled with Section 9 (a) of the Act as amended, to mean that Congress adopted, rather than rejected, as it did, the House proposal for employer sponsored and supported employee committees and thereby carved out an exception to the statutory definition of labor organization and the prohibitions of Section 8 (a) (2). This reading of the statute and its legislative history is untenable. The Conference Committee simply made clear that there was no need for such an exception, and accordingly it had not been adopted, because the statute otherwise adequately safeguarded the right of individual employees and groups of employees to meet with their employer and discuss matters of mutual interest. Thus, Section 7 assures to them "the right

[18] H. Conf. Rep. No. 510, on H. R. 3020, 80th Cong., 1st Sess., p. 45, reprinted in 1 Leg. Hist. (1947) 549.

to self-organization, to form * * * labor organizations, * * * and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection." And subsections (a) and (b) of Section 8 protect them against both employer and union interference with these rights. Moreover, Section 8 (a) (2) which outlaws employer support of a labor organization makes clear that it did not mean to prohibit an employer from permitting his employees to meet with him during working hours without loss of pay.[19] In view of these provisions, the employees were already permitted—where no exclusive bargaining representative existed—to meet with their employer, individually or in groups, organized or unorganized, and discuss with him matters of mutual interest, including matters in the field of collective bargaining. Section 9 (a) of the Act, as amended, confirmed the right of any employee or group of employees to meet with the employer to present grievances even where an exclusive bargaining representative has been designated.

Section 9 (a) is the majority rule provision of the Act. Its basic clause provides that the "representatives," if any, designated by a majority of the employees in an appropriate unit "shall be the exclusive representatives * * * in respect to rates of pay, wages, hours of employment, or other conditions of employ-

[19] This assurance is contained in the proviso to Section 8 (a) (2) which states: "That subject to rules and regulations made and published by the Board pursuant to section 6, an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay."

ment." This clause was qualified in the Wagner Act by a proviso which stated:

> *Provided,* That any individual employee or a group of employees shall have the right at any time to present grievances to their employer.

The Taft-Hartley Act added the following to the above proviso:

> and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect: *Provided further,* That the bargaining representative has been given opportunity to be present at such adjustment.

The provisos thus deal with the rights of an "individual employee or a group of employees" where an exclusive bargaining representative has been selected.[20] And they give assurance, as the legislative history shows,[21] that any individual employee or group of em-

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[20] In such cases, as this Court has held, the employer is precluded from negotiating with individuals and minority groups as to any subject matter within the field of collective bargaining. *Medo Photo Supply Corp.* v. *National Labor Relations Board*, 321 U. S. 678; *May Department Stores Co.* v. *National Labor Relations Board*, 326 U. S. 376, 383–384.

[21] The Senate Report explains that the amended Section 9 (a) "clarifies the right of individual employees or groups of employees to present grievances" by conferring with the employer "alone"—a matter concerning which the courts had disagreed—and to have the grievance adjusted independently of the bargaining representative so long as the latter has been given an opportunity to be present at the adjustment and the adjustment is not contrary to the terms of the collective bargaining agreement. Senate Report 105 on S. 1126, 80th Cong., 1st Sess., p. 24, reprinted in 1 Leg. Hist. (1947) 430. A similar

ployees continues to have the right to present grievances and have them adjusted independently of the bargaining representative, subject to the latter's right to be present at any adjustment to protect the bargaining contract or the interests of the whole unit.

Because of these safeguards and assurances, Congress deliberately rejected the House proposal which would have permitted employer sponsored and supported employee representation committees. The provisos do not deal with the question whether employee committees which exist for the purpose of presenting grievances to the employer or discussing with him matters relating to the employment relationship constitute labor organizations within the meaning of the Act. And there is no basis for inferring that the provisos were intended to permit an employer to maintain and support employee committees either for the purpose of handling grievances or discussing terms and conditions of employment."

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explanation is given in the House Conference Report No. 510 on H. R. 3020, 80th Cong., 1st Sess., p. 46, reprinted in 1 Leg. Hist. (1947) 550.

[11] The issue is not presented here, but it may be noted that where the employees have designated an exclusive bargaining representative, a minority union may not, in the Board's view, represent any of the employees even for the purpose of merely presenting their grievances (*Federal Telephone and Radio Co.*, 107 N. L. R. B. 649). This interpretation of Section 9 (a) has been upheld in *Hughes Tool Co.* v. *National Labor Relations Board*, 147 F. 2d 69, 73 (C. A. 5). The Court of Appeals for the Second Circuit, however, in *Douds* v. *Local 1250, etc.* (*Oppenheim Collins & Co.*), 173 F. 2d 764, 772–773, held that the "group of employees" referred to in the first proviso to Section 9 (a) may include a minority union, so long as it is not employer dominated or supported. In the latter connection, Judge Learned Hand noted that "while the original Act was before

Nor is there a basis in any of the Taft-Hartley amendments or their legislative history for the view of the court below that the word "dealing" as used in the statutory definition of labor organization should be construed to mean "bargaining collectively." As already shown, *supra*, pp. 25–28, a proposal to substitute the latter term for the word "dealing," made in 1935 by then Secretary of Labor Perkins, was not adopted and the definition instead was purposely phrased very broadly to include employee representation committees or plans "whether they merely 'deal' or 'adjust' or exist for the purpose of collective bargaining." There was no attempt to change this interpretation in the Taft-Hartley amendments.

Indeed, the sponsors of the amendments made clear that there was no purpose to remove from the definition of "labor organization" and thereby, or in any other way, sanction employer domination or support of employee representation committees such as those involved here. Thus, Senator Taft pointed out, after the Conference Committee had agreed upon the terms of the bill, that Congress had specifically rejected all attempts to "amend * * * the provisions in subsection 8 (2) [of the original Act] relating to company-dominated unions" and had left its prohibitions "un-

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Congress, it struck out from the proviso, as it then was, the clause: 'of their own choosing.' That was done, so far as one can now tell, because it was feared that a 'group' might use a 'company union' as its representative. * * * At any rate the original proviso gave the certified agent no right to appear, not only to protect the agreement if one existed, but—what is far more important—to protest that the whole issue was a covert attempt to infiltrate the influence of a 'company union.' No such possibility any longer exists * * * *" (*ibid.*).

changed." 93 Cong. Rec. 6443; 2 Leg. Hist. (1947) 1539. Similarly, Senator Ball, one of the managers of the amendments in the Senate, stated that the version of the Act ultimately adopted "leaves the provisions of section 8 (a) * * * (2) exactly as they" were in the original Act. 93 Cong. Rec. 4196; 2 Leg. Hist. (1947) 1103. And, finally, the House Conference Report itself declared that "The conference agreement does not make any change" in the definition of "labor organization" which both the House and the Senate proposals had taken over from the Wagner Act (No. 510, 80th Cong., 1st Sess., p. 33; 1 Leg. Hist. (1947) 537). In view of these positive disclaimers of any legislative intent to change the definition of labor organization or relax the prohibitions of Section 8 (2) of the original Act (now Section 8 (a) (2)), there is no warrant for assuming, as the court below did, that Congress made a change in the definition by indirection.

The argument is made that to hold that committees of the type involved here are labor organizations would bar employers and employees from discussing matters of mutual interest concerning the employment relationship. The short answer to this contention is that the Board's ruling does not interpose such a bar; it merely precludes the employer from supporting, dominating or interfering with such an organization. Provided that the employer does not engage in such conduct, which the statute forbids, the employees are free, subject to qualifications not here relevant (see nn. 20, 21 *supra*, p. 37), to establish such committees and through them deal with their employer.

The Courts of Appeals for the First, Second, Sixth and Seventh Circuits have interpreted the statute subsequent to the Taft-Hartley amendments as applying to committees similar to those here involved.[22] Except for the holding of the court below, there are no contrary rulings.

CONCLUSION

For the reasons stated, the judgment of the court below should be reversed and the case should be remanded with directions to enforce the Board's order.

Respectfully submitted.

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[22] *National Labor Relations Board* v. *Standard Coil Products Co.*, 224 F. 2d 465, 468–469 (C. A. 1), certiorari denied, 350 U. S. 902; *National Labor Relations Board* v. *Stow Mfg. Co.*, 217 F. 2d 900, 903–904 (C. A. 2), certiorari denied, 348 U. S. 964; *National Labor Relations Board* v. *General Shoe Corp.*, 192 F. 2d 504, 507 (C. A. 6); *National Labor Relations Board* v. *Sharples Chemicals, Inc.*, 209 F. 2d 645, 652 (C. A. 6); *Indiana Metal Products Corp.* v. *National Labor Relations Board*, 202 F. 2d 613, 621 (C. A. 7); *Harrison Sheet Steel Co.* v. *National Labor Relations Board*, 194 F. 2d 407, 410 (C. A. 7), enforcing 94 N. L. R. B. 81, 83, 90; *Pacemaker Corp* v. *National Labor Relations Board* (C. A. 7), decided November 13, 1958, 43 L. R. R. M. 2120 (where the Seventh Circuit expressly disagreed with the ruling below).

APPENDIX

Between October 1954 and the date of the hearing, the Employee Committees dealt with management in regard to the following matters, among others:

1. *The Canal Plant*

October 11, 12, 1954__	Complaint about deviation from seniority in the appointment of a boiler fireman and request that the latter be removed; Company proposed to "change [its] policy of job bidding, as requested by plant committee"; "proposal was accepted by the plant committee" (R. 53; RII. 19, 21–22, 53, 339).
October 11, 12, 1954__	Canal Employees express preference for Plant seniority; request referred to Pampa office for decision (R. 53; RII. 20, 53–54, 341, 357, 390, 469–470; RIII. 480).
November 21, 1954___	Complaint about maintenance foreman (R. 53; RII. 29, 344, 362; RIII. 481).
January 19, 1955_____	Employees suggested air vents for warehouses; employer promised they would be installed (R. 53; RII. 33, 35, 345–346; RIII. 482).

February 16, 1955.... Employer grants request that gloves for employees be furnished at cost through supply room (R. 53; RII. 35; RIII. 477–479).

April 13, 1955..... Complaint as to merit system (R. 53; RII. 38).

June 1, 1955..... Joint determination not to change job bidding under plant seniority (R. 53; RII. 43, 348; RIII. 473).

July 27, 1955..... Request for additional classifications of employees (R. 53; RII. 45, 349; RIII. 474).

September 13, 1955... Discussion as to whether employees would prefer wage increases or sick leave plan (R. 53; RII. 48, 349–350, 352, 359; RIII. 474–475, 482–483).

October 13, 1955..... Wage increase announced; desirability of changes in seniority and job posting policies discussed (R. 53; RII. 50–51).

October 13, 1955..... Transportation for overtime workers proposed (R. 53; RII. 51).

2. *The Dixon Plant*

February 26, 1953.... Employees requested more lockers, improved laundry methods, and investigation of water purity; employer promises to remedy (RII. 124; RIII. 570–572).

June 10, 1956_____ Employees' request for knee pads granted; more job classifications requested and painter job classification granted (RII. 125; RIII. 572).

June 1956_____ Tow motor classification and reel light above trouble spots requested (R. 53; RIII. 577).

3. *The Kermit Plant*

1956_____ Employee complaint under merit system investigated (R. 54; RIII. 555).

4. *The Mills R & D Plant*

April 8, 1955_____ Employees suggested longer notice for jobs up for bid; employer agreed (R. 54; RII. 95–96; RIII. 743–744).

May 10, 1955_____ Abandonment of time cards discussed and subsequently voted by employees; polling of employees regarding working early on week-ends discussed (R. 54; RII. 99; RIII. 745–746, 804, 821–823).

May 12, 1955_____ Work on Memorial Day poll suggested (R. 54; RII. 99; RIII. 746).

August 5, 1955_____ Employees request availability of overtime records; work on Labor Day discussed (R. 54; RII. 102; RIII. 750).

September 28, 1955___ Return of working foreman to rank and file classification discussed and agreed upon (R. 54; RII. 104; RIII. 753, 772).

September 29, 1955___ Discussion of wage correction (R. 54; RIII. 815–816, 826).

December 2, 1955_____ Poll agreed upon for holiday work schedule; privilege of reporting to work early requested and granted (R. 54; RII. 109; RIII. 803–805).

January 6, 1956_____ Job bidding for classification of apprentice engineer requested and discussed (R. 54; RII. 112; RIII. 779).

March 2, 1956_____ Allocation of overtime to employees requested and discussed (R. 54; RII. 114; RIII. 760–761, 775–777).

April 6, 1956_____ Complaint about rubber lab curing time carrying over on Saturdays adjusted (R. 54; RII. 117; RIII. 815, 824).

May 10, 1956_____ Poll as to work on Memorial Day agreed upon (R. 54; RII. 123).

5. *The Estes Plant*

March 15-16, 1956____ Christmas vacation, distribution of company bonuses, make-up time, job classifications, septic tank improvements discussed (R. 54; RII. 127; RIII. 598–603, 606–609).

6. *The Schafer Laboratory*

1955–1956	Overtime pay and job bidding discussed (R. 54; RIII. 843–844).

7. *The Walton Plant*

January 12, 1956	Grievances regarding days off for tour men discussed (R. 54; RII. 130; RIII. 636–637).
January 14, 1956	Interpretation of company policy pertaining to seniority, promotions, transfers, etc., discussed (R. 54; RII. 131; RIII. 636–639, 644–646, 649–650, 707–708).

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1958

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

CABOT CARBON COMPANY AND CABOT SHOPS, INC.,
Respondents.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit

---

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BRIEF FOR RESPONDENTS CABOT CARBON COMPANY AND CABOT SHOPS, INC.

OPINIONS BELOW

The opinion below, setting aside an order of the National Labor Relations Board and denying enforcement thereof, is reported at 256 F. (2d) 281 (R. 95).[1] The opinion of the Board is reported at 117 N.L.R.B. 1663 (R. 40-77, 81-85).

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[1] References to the transcript of record in the court below, which is Vol. I of the Record before this Court, are designated "R". References to the joint appendix filed in that court, here printed as Vols. II and III of the Record and separately paginated, are designated "RII" and "RIII".

JURISDICTION

The judgment of the court below was entered on June 9, 1958 (R. 109). The petition for a writ of certiorari was granted on October 20, 1958 (R. 110). The jurisdiction of this Court rests on 28 U.S.C. 1254 (1).

QUESTION PRESENTED

Whether the National Labor Relations Act prohibits discussion by a committee of employees with their employer of problems of mutual interest, including grievances, where such committee was established by the employer at the instance of the Government and was continued by the employer as a forum for discussion of mutual problems with employees, and which neither existed for the purpose of engaging in, nor in fact engaged in, any aspect of collective bargaining.

STATUTE INVOLVED

The relevant provisions of the National Labor Relations Act, as amended, are Sections 2(5), 8(a) (2) and 9(a). These provisions are printed on pp. 2-3 of the Petitioner's brief herein.

STATEMENT OF THE CASE

1. Proceedings Herein

Cabot Carbon Company and Cabot Shops, Inc. (hereinafter referred to as "Cabot") were charged with having dominated or interfered with the administration of, and with having contributed financial or other support to, certain "Employee Committees", in alleged violation of Section 8(a) (2) of the National Labor Relations Act, as amended.[2] Cabot denied the charge and, after hearings,

[2] 29 U.S.C. § 151, et seq. As used herein "the Act" refers to the Act of July 5, 1935, 49 Stat. 449, as amended by the Act of June 23, 1947, 61 Stat. 136, which, as so amended, is known as "Labor Management Relations Act, 1947", and is contained in 29 U.S.C. §§ 151-188.

an Intermediate Report of a Trial Examiner issued, recommending the disestablishment of the committees (R. 40-77). Cabot filed exceptions to the Intermediate Report, but the Board upheld the Trial Examiner, adopting the Intermediate Report as the basis of its Order (R. 81-85). Cabot thereupon petitioned the Court below for review (R. 1-3) and the Board cross-petitioned for enforcement (R. 3-5). The Court set the order aside and denied enforcement (R. 109).

2. Background

Cabot Carbon Company and Cabot Shops, Inc., are separate corporations, but each is a subsidiary of the same parent, Godfrey L. Cabot, Inc., a Massachusetts corporation founded in 1887, with headquarters in Boston. This case concerns only the so-called "Southwestern Division" of these companies headquartered in Pampa, Texas. In this division, Cabot Carbon Company operates numerous carbon black plants, gasoline plants, and produces oil and gas; and Cabot Shops manufactures oil well equipment and other products at two plants (R. 44-45).

Cabot has an outstanding labor relations record. Its wages are high and its benefit program extensive. On its own initiative it has instituted many practices in the interest of employees. It is constantly "on the lookout for possible improvements" in its employment policies. When economic conditions permit the granting of additional benefits, Cabot invariably grants them. (Cf. RII 265-266; RIII 879-893, 910-912; and see, generally, the "Cabot Guide", Exhibit "R-Stinson-10", and the various union contracts, Exhibits "R-Stinson-1, 2, 3 and 4", in original record).

Cabot has had union contracts for many years at several of its plants (R. 69). At its unionized plants, both prior and subsequent to the institution of the "employee committees" here involved, Cabot has bargained

with and entered into contracts with labor unions covering units of its employees (R. 69; RIII 881, 886-891). Since the institution of the committee system, the unions and the committees at those plants have existed side by side, the unions handling the "bargaining" functions, the committees performing the duties assigned them under their by-laws (R. 54-55, 69; RIII 512-515, 789-801, 866-870, 872-876).[3] No union had ever objected to the existence of the committees prior to the charge filed herein (RIII 892-893). The Board has never heretofore found Cabot to have committed any unfair labor practice (RII 266).

Except as to the question of the committees, the Board gave Cabot a clean bill of health (R. 69-72, 73-74).

3. The Employee Committees—Formation

During World War II, the War Production Board encouraged war industries to institute "Employee-Management Committees" (R. 96). Carbon black being a critical industry, the War Production Board recommended to Cabot that employee committees be set up both at union and non-union plants (R. 47; RII 217-220, 256-257).

A representative of the War Production Board conferred a number of times with Reno Stinson, Cabot's Director of Industrial Relations, and provided him with literature, including proposed by-laws, concerning the purposes and functions of such committees (RII 215-216,

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[3] The Trial Examiner's statement commencing "In the event of conflict . . ." (R. 54), upon which Petitioner appears to rely (*Pet. Brief*, pp. 12, 13), contains a gratuitous assumption not supported by the evidence. There is no substantial evidence that there had ever been any conflict prior to the commencement of this proceeding. It is revealing that the only record reference which Petitioner has found to cite in support of the Trial Examiner is RIII 514 (*Pet. Brief*, p. 13). This reference is to the testimony of the Board's witness, Pettit, who testified that so far as he knew there had "never been any controversy" about having both an employee committee and a labor union in the plant in question.

256-257, 262-263). Mr. Stinson then had the employees at Cabot's various plants elect representatives to meet at Pampa, Texas to draft a set of by-laws for submission to the employees (RII 206, 215-218; RIII 898-899). The employee representatives met in Pampa with Mr. Stinson, who acted as Secretary of the meeting, and in so doing felt that he was acting chiefly as a representative of the War Production Board (RII 219). With the War Production Board material as a guide, by-laws were drafted, presented to the employees at the various plants for approval or disapproval, and approved by vote (RII 215-219, 256-263; RIII 897-900). The form of the by-laws was also approved by the War Production Board (RII 259-263). All of the "Purposes" contained in the present by-laws were contained in the original, although some of the original purposes have been omitted as obsolete (RII 260-263; RIII 940-942).[4] The foregoing facts were also found by the Court below (R. 96-97).

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[4] See *Labor Management News* p. 1 (August 16, 1943), published by War Production Board, quoting the following joint endorsement of Labor-Management Committees by Frederick C. Crawford, President—National Association of Manufacturers; Eric A. Johnson, President—U.S. Chamber of Commerce; William Green, President—American Federation of Labor; Philip Murray, President—Congress of Industrial Organizations; Donald M. Nelson, Chairman—War Production Board; and Charles E. Wilson, Executive Vice Chairman—War Production Board:

> "The Labor-Management Committee Program now being promoted by the War Production Drive Division of WPB, under the direction of Mr. T. K. Quinn and endorsed by us, is designed to increase war production. It is not a plan to promote company unions. It is not a device to increase the power or position of any union. It does not interfere with any bargaining machinery or undertake its functions. It is not designed to conform to any scheme that contemplates a measure of control of management by labor or labor by management. It is not a labor plan or a management plan. It is the War Production Drive Plan to increase production by increasing efficiency through greater management and labor cooperation."

See also *Nelson, Arsenal of Democracy* pp. 318-328 (1946).

4. The Employee Committees—By-Laws

As stated by the Court below (R. 97), the by-laws expressly state the "purposes" of the committees, as follows:

> "Purposes
>
> "1. To bring about a better understanding between employees in every branch and service of our Company to the end that each will have a better insight to the other's problems.
>
> "2. To provide a definite procedure for considering employees' ideas. As an example the following problems are of mutual interest to employees and management:
>
> a. Safety.
>
> b. Increased efficiency in production.
>
> c. Conservation of supplies, materials, and equipment.
>
> d. Encouragement of ingenuity and initiative.
>
> e. Grievances (*nonunion plants* or departments)."

As also pointed out by the Court below (R. 97-98), the by-laws set forth the rights and duties of the committees, as follows:

> "It is understood that the Employee Committees do not in any way detract from the authority and responsibility of the supervisory force but should serve to assist plant management in general in solving problems of mutual interest. It shall be the Committee's responsibility to:
>
> "1. Meet with plant management at regular monthly meetings called by management and to attend any special meetings called by management.
>
> "2. Work with management on those problems of mutual interest as set out under "Purposes".
>
> "3. Make recommendations on the Suggestions from the employees in accordance with the Suggestion Plan.

"4. Call meetings of the employees if in their judgment this is necessary, and the Committee may invite management to attend if they think advisable, but all such meetings will be optional as far as management is concerned and will be on the employees' time.

"5. Handle grievances at nonunion plants and departments according to grievance procedure set up for these plants and departments. It shall be the duty of the Committee to call to the attention of management any troublemakers or acts of disturbance which would tend to lower morale, and it shall be the duty of the Committee to insist that gripes, grumbling, trouble-making among the employees either stop or be taken up under the regular grievance procedure at the plant."

These by-laws, along with many other matters, were included in a compilation of Cabot policy known as "The Guide" (R. 97).[5] There is no intimation in the by-laws or in any of the other material contained in the Guide that the committees are to "exist" for bargaining purposes or are to conflict in any way with any labor union.

5. The Employee Committees—Operation

The Court below correctly found (R. 98):

"The by-laws do not provide for any formal organization. There are no membership requirements, no dues, no officers, no funds. Employees at each plant elect a committee annually. The outgoing committee conducts the election. Monthly meetings are held with representatives of plant management. These meetings are called on company time and premises. The management assists in holding elections, calling meetings, preparing and posting minutes of the meetings, and defraying all expenses necessary to the operation of the committees."

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[5] Portions of the Guide are quoted at RII 152-167. The complete Guide was introduced in evidence as "R-Stinson-10" (RIII 929-930).

The meetings were general discussion sessions at which anyone could talk about anything he desired (Cf. R. 98; RIII 515, 616, 667-668). The principal business conducted appears to have been the handling of the "Suggestion Plan", assisting in safety inspections, and, at nonunion plants, the processing of grievances (Cf. RII 152; RIII 566-567). At union plants grievances have always been handled by the union committees alone (RIII 783-784, 868, 873).

Cabot has never recognized any of the committees as having the right to represent its employees for purposes of collective bargaining (RII 263; cf. R. 98-99). It has never negotiated with any committee any agreement concerning wages, hours or working conditions (R. 61, 98; RII 263). No management representative in the Southwestern division other than Reno Stinson has authority to negotiate any such agreement; the management representatives at the committee meetings have no such authority (R. 98; RIII 878, 881-886; cf. RIII 705, 711-713, 860-863).

The committee members themselves recognize and acknowledge that they have no authority to negotiate agreements with management, and that their permitted functions do not include collective bargaining (R. 98; RIII 503-504, 588-590, 615-617, 652-655, 784, 842; cf. R. 61). However, there is no attempt by management to "gag" the committees and if questions are asked concerning bargainable subjects, management may give explanations or not, as the case may warrant (*e.g.* RIII 615-617, 794-795; cf. RIII 908-909).

In brief, as the Court below held, in the very language of the Trial Examiner adopted by the Board (R. 108):

> "The Committees have never attempted to negotiate a contract * * * [A]ll aspects of collective bargaining are either frustrated or absent. * * * [The committees] avoid the usual concept of collective bargaining, but provide a forum for discussion of

mutual problems, exchange of information, presentation and consideration of employee suggestions and recommendations, including the adjustment of grievances [at nonunion plants] and the improvement of working conditions".

6. The "Central Committee"

Reno Stinson is the management official directly responsible for over-all employment policies (R. 46). It is his duty to be constantly searching for methods of improving such policies (RIII 878-879). To fulfill his functions he needs information from the employees so that he can forestall problems and accumulate ideas for improvements. He uses several devices. Thus, he travels to the various plants and talks to individual employees, to the foremen and to plant management (*Id.*). He conducts Job Relations Training courses at the various plants, and at the end of the final meeting throws it open to a general discussion session at which any employee can bring up anything he desires (RIII 919-922). He gets copies of the minutes of all employee committee meetings so that he can check up on grievances (RII 237). Finally, he has direct communication with employee committeemen from the various plants at what has come to be called the "Central Committee" (RIII 907-909).

There is no provision in the by-laws for such a central committee (RIII 908; cf. RII 152-157). It is not an "organization" in any usual connotation of the word. It is an annual management meeting to which employee committeemen are invited as the guests of their plant managers (RII 242-244; RIII 907-909).

In the morning of such meeting the local plant management and their committeemen guests listen to speeches from top management in which Cabot's progress in the past year and prospects for the future are described (RIII 907-909). Outside speakers also lecture on topics of interest (*Id.*). Sometimes announcements as to proposed

wage or benefit increases are made (RIII 601, 768, 769). There is no audience participation (RIII 561). After lunch, the local plant management goes into a separate meeting with top management, and the employee committeemen meet with Reno Stinson (RIII 907-909). Every one is free to speak; the subjects of discussion are unlimited (*Id.*). If experts on various matters (insurance, for example) are needed to explain matters, Mr. Stinson calls them in (*Id.*). If any question as to company policy is raised, Mr. Stinson endeavors to explain it (*Id.*).

There is no negotiation or bargaining at this meeting (RIII 909; and see RIII 516-517, 623-626, 663-665, 769-771, 845-847; cf. R. 61).

The Court below also found the foregoing facts about the central committee (R. 98).

SUMMARY OF ARGUMENT

Under the original Act, the Board, in its anxiety to wipe out "company unions", went far and outlawed discussions which any committee of employees, formed or maintained by the employer, might have with the employer on matters pertaining to the employment relationship, even though there was no collective bargaining by the committee with the employer.

Congress was displeased with this interpretation of the statute and corrected it by the 1947 amendments.

Such amendments are clear that it was Congress' intention to permit an employer to establish and maintain an employee committee, with which problems of mutual interest might be discussed but which was not to engage in any collective bargaining. The House bill, at the time of the 1947 amendments, contained specific permission to this end. While such language was not contained in the bill as finally enacted in 1947, the conferees manifested their understanding that its objectives were implicit in other provisions of the bill. The argument of the Government, that the language was omitted because the Act

otherwise adequately safeguarded *employee* rights and action, is untenable. As the entire history and background of the 1947 amendments show, Congress was interested in equalizing the statute as between employer and employee and legalizing *employer* action that had theretofore been deemed unlawful. This was Congress' "mood" at that time (*Universal Camera Corp.* v. *NLRB*, 340 U.S. 474, 487) and the forces that produced the 1947 amendments were demonstrably interested in accomplishing precisely that end.

The employee committees here involved are in no sense company unions with the evils attendant thereupon. Unions coexist with the committees in several of respondents' plants. Such unions bargain collectively with the respondents; the employee committees do not. Even grievances are handled by unions alone except in those plants where the respondents have no unions. These committees are precisely the type of labor-management committees, which were endorsed during World War II by the War Production Board, the AFL, the CIO, the Chamber of Commerce, and the NAM. Many such committees, like those here, were continued post-war.

Finally, the Government's position, which would destroy all employee committees formed or maintained by the employer to discuss problems of mutual interest, is fraught with constitutional infirmities. These can and should be avoided by giving the statute the interpretation which the clear Congressional intent requires.

ARGUMENT

An employer, in the exercise of his managerial prerogatives, surely has the right to establish committees of his employees for any lawful purpose. Similarly, an employer has the right to talk to individual employees, groups of employees, or committees of employees about any lawful subject. But the Government in effect con-

tends that the employer does not have these basic rights, because, so it argues, if he establishes and maintains a committee of employees and talks to it about employee suggestions, employee complaints, or any working conditions, he transforms the otherwise lawful committee into an unlawful equivalent of a company union.

The Government would thereby render unlawful every cooperative program established by an employer for the benefit of his employees and in which employees participate, whether it be a safety program, an insurance program, or any of the many miscellaneous programs that benefit employees. In one way or another every such program involves discussion of working conditions, suggestions and complaints; if it did not, it would serve no useful purpose.

The practical effect of the Government's position is to preclude an employer from ever setting up a committee and working cooperatively with it for the mutual benefit of employer and employees. As we shall show, this is not the law.

I. THE ACT WAS PURPOSELY AMENDED TO MAKE CLEAR THAT AN EMPLOYER DOES NOT COMMIT AN UNFAIR LABOR PRACTICE BY ESTABLISHING AND MAINTAINING A COMMITTEE OF EMPLOYEES TO DISCUSS WITH HIM PROBLEMS OF MUTUAL INTEREST INCLUDING GRIEVANCES, SO LONG AS THE COMMITTEE DOES NOT ENGAGE IN COLLECTIVE BARGAINING.

A. THE LAW

Section 8(a) (2) of the Act makes it an unfair labor practice for an employer "to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it . . ." Section 2(5) defines "labor organization" as meaning "any

organization of any kind, or any agency or employee representation committee or plan, in which employees participate *and which exists for the purpose*, in whole or in part, *of dealing with* employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work". (Emphasis supplied).

These two sub-sections derive from the original National Labor Relations Act. Their obvious purpose was to destroy the "company union" or any like organization no matter what the name under which it masqueraded. The first question presented, therefore, is whether the employee committees here involved "exist for the purpose . . . of dealing with" Cabot "concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work".

The very first case in the Board's reported decisions, *Pennsylvania Greyhound Lines*,[6] concerned an employee representation plan, which the Board easily found unlawful, since respondent admitted in its brief that the plan there involved was a labor organization. Ever since, the Board has been singularly successful in attacking plan after plan. The Courts have, in most cases, upheld the Board.[7] In some instances, the interpretation of the phrase "dealing with" has been an issue, and the decisions have assumed, as did the Trial Examiner in the instant case, that because a "discussion" of a subject bearing upon the employment relationship took place between an employer and employee representatives, such discussion amounted to "dealing with" the employer.[8] Even after

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[6] 1 N.L.R.B. 1., *enf. den., N.L.R.B.* v. *Pennsylvania Greyhound Lines*, 91 F. (2d) 178 (C.A. 3), *rev'd*, 303 U.S. 261.

[7] See, *e.g.*, *N.L.R.B.* v. *American Furnace Co.*, 158 F. (2d) 376 (C.A. 7); *N.L.R.B.* v. *Jas. H. Mathews & Co*, 156 F. (2d) 706 (C.A. 3).

[8] See, *e.g.*, *Indiana Metal Products* v. *N.L.R.B.* 202 F. (2d) 613 (C.A. 7); *N.L.R.B.* v. *Jas. H. Mathews & Co.*, 156 F. (2d) 706 (C.A. 3).

the amendments of 1947, hereinafter discussed, the Courts continued this error of equation.[9] The practical effect of the Board's orders, as upheld by the Courts, was to outlaw every employee representation plan, as it is too much to expect of any employee representative that he walk a verbal tightrope, never raising any question as to matters of consuming interest to him.[10] Similarly the management representative cannot be expected to refuse to listen to his employees' problems.

As the following review of the legislative history of the 1947 amendments demonstrates, Congress was not satisfied with the interpretation given the Act in this regard. It felt that there is a difference between a discussion between parties with no authority to deal or bargain and a discussion or dealing between parties who are in a position to bargain. The original "Hartley Bill" provided in Section 8(d):[11]

> "(d) Notwithstanding any other provision of this section, the following shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act:
>
> * * * *
>
> (2) Permitting employees to confer with the employer during working hours without loss of time or pay.

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[9] Cf. *N.L.R.B.* v. *Standard Coil Products Co.*, 224 F. (2d) 465 (C.A. 1), *cert. den.* 350 U.S. 902; *N.L.R.B.* v. *Stow Manufacturing Co.*, 217 F. (2d) 900 (C.A. 2), *cert. den.* 348 U.S. 964; *N.L.R.B.* v. *Sharples Chemicals*, 209 F. (2d) 645 (C.A. 6); *Indiana Metal Products* v. *N.L.R.B.*, 202 F. (2d) 613 (C.A. 7); *N.L.R.B.* v. *Saxe-Glassman Shoe Corp.*, 201 F. (2d) 238 (C.A. 1); *N.L.R.B.* v. *General Shoe Corp.*, 192 F. (2d) 504 (C.A. 6), *cert. den.* 343 U.S. 904; *N.L.R.B.* v. *Kennametal, Inc.*, 182 F. (2d) 817 (C.A. 3).

[10] Cf. *Thomas* v. *Collins*, 323 U.S. 516, 534-535.

[11] *H.R. 3020*, 80th Cong., 1st Sess., p. 26. See "Legislative History of the Labor Management Relations Act, 1947" (U.S. Government Printing Office, 1948), Vol. I, p. 56. This publication is hereinafter cited as :"Leg. Hist."

"(3) Forming or maintaining by an employer of a committee of employees and discussing with it matters of mutual interest, including grievances, wages, hours of employment, and other working conditions, if the Board has not certified or the employer has not recognized a representative as their representative under Section 9. * * *"

House Report No. 245, p. 33, explained the reason for the proposed amendment (1 Leg. Hist. 324):

"Section 8(d) (3)—During World War II, many employers, with the help of the Government, set up labor-management committees with which they discussed matters of mutual interest. This exception to Section 8(a)(2) permits employers whose employees have not designated a bargaining representative to set up similar committees and to discuss with them wages, hours, working conditions and other subjects of collective bargaining as well as other matters of mutual interest; *but an employer may discuss subjects of collective bargaining only if the employees do not have a certified representative or one that the employer currently recognizes as the exclusive representative of the employees.* This clause does not permit 'company unions'. The employer and the committee may discuss and reach decisions, but neither side may require the other to make an agreement, or to follow the procedure of collective bargaining set forth in Section 2(11). The employees generally may elect members of the committee, but Section 8(a)(1) and (2) forbid the employer to create a formal organization having members among employees generally or other common characteristics of a labor union".

The House passed H.R. 3020, containing the foregoing Section 8(d)(3) (1 Leg. Hist. 183). The bill then went to the Senate and a substitute bill was there adopted, which did not contain the above quoted sub-section 8(d)(3) (1 Leg. Hist. 226), but achieved the same result through an amendment to Section 9(a). Thus, Section 9(a) of the original Act had provided that representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a

unit "shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment; Provided, that any individual employee or a group of employees shall have the right at any time to present grievances to their employer". The bill, as passed by the Senate, added following the word "employer", the language ultimately enacted into law: *"and to have such grievances adjusted,* without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect. . ." (1 Leg. Hist. 244) (Emphasis supplied) See Senate Report S. 105, p. 24, 1 Leg. Hist. 430. As pointed out by the Court below, the Senate sponsors thought that Section 9(a) was sufficient in itself to allow groups of employees to present grievances to their employer (R. 105).

The Senate provision was adopted by the Conference Committee. The conferees explained the omission of Section 8(d)(3), as follows (1 Leg. Hist. 549):

> "(6) Section 8(d)(2) of the amended Labor Act in the House bill contains a provision which is found in Section 8(2) of the existing law and in section 8(a)(2) of the Senate Amendment and the conference agreement. This provides that an employer is not to be prohibited from permitting employees to confer with him during working hours without loss of time or pay. *This contemplates payments not only to individual employees but also to employees acting in a representative capacity in conferring with the employer.*
>
> "Section 8(d)(3) of the amended Labor Act in the House bill provided that nothing in the Act was to be construed as prohibiting an employer from forming or maintaining a committee of employees and discussing with it matters of mutual interest, if the employees did not have a bargaining representative. *This provision is omitted from the conference agreement since the act by its terms permits individual*

employees and groups of employees to meet with the employer and Section 9(a) of the conference agreement permits employers to answer their grievances." (Emphasis supplied).

The foregoing review of the legislative history makes plain that the objective of Section 8(d)(3) of H.R. 3020 was to correct the construction previously placed upon the Act by the Board and courts, and to permit the employer to create an employee committee, with which any subject bearing upon the employment relationship could be "discussed", but which was not to engage in collective bargaining. Although Section 8(d)(3) as such was not included in the bill as finally enacted, the conferees indicated that the objective of Section 8(d)(3) was implicit in the amendment to Section 9(a), when considered in the light of Section 8(a)(2).

The legislative intent is therefore apparent; nothing in the Act, as amended, forbids an employer from creating and maintaining a committee of employees, acting in a representative capacity, which exists for the purpose, in whole or in part, of "discussing" with the employer grievances, labor disputes, wages, rates of pay, hours of employment or conditions of work, and of obtaining from the employer an adjustment of grievances, so long as the committee is not invested with the powers of collective bargaining.

The cases decided prior to the 1947 amendments can be of little value except to show, as part of the legislative history, the jurisprudence which the amendments were designed to correct. The cases decided after 1947 appear to have no direct application to the question of statutory interpretation here squarely presented. It is the clear legislative purpose to permit employee committees to exist, to handle grievances, and to discuss matters of mutual interest with the employer. It is equally clear that it is not the intention to permit an employer to create a "company union". The facts here disclose that these

committees were neither intended nor used as disguised "unions".

B. THE FACTS

Under the heading "B. The Employee Committees", the Trial Examiner detailed the history of the employee committees (R. 47-48), accepting the witness Stinson's version of their creation, but neglecting to mention the uncontradicted testimony that the committee by-laws were drafted from United States Government-supplied documents (RII 215-216, 256-257, 262-263), and were later reviewed and approved by a representative of the War Production Board (RII 259-260). In any event, the Examiner found that the By-laws of the Committees, as contained in "The Guide", provided for the "purposes" and the "rights and duties" which are quoted *supra*, pp. 6-7.

The Examiner found that the by-laws do not provide for any formal organization of employees as a "consolidated group"; that there are no membership requirements, no dues, and no officers other than Committee members and alternates; and that employee organization was limited to the election of committee members (R. 51). While not shown by the by-laws, the Examiner found (as the uncontradicted evidence required) that Cabot had, at several plants, recognized, bargained with, and entered into collective bargaining agreements with outside unions, and that the unions and committees co-existed in the same plant (R. 54-55). The uncontradicted evidence is that no union ever objected to the committees prior to this case (RIII 892-893).

The Examiner also found the following (R. 61):

> "The Committees have never attempted to negotiate a contract with Respondents, and all benefits, privileges, or concessions to employees resulting from such conferences depend entirely upon company policy or magnanimity. Thereby all aspects of collective bargaining are either frustrated or entirely absent.

Although the Examiner did not so state, the uncontroverted testimony is that the committee members understood that they had no authority to bargain, negotiate or "deal with" Cabot (RIII 503-504, 588-590, 615-617, 652-655, 784, 842), and that the management representatives who sat with the committees themselves had no authority to bargain, negotiate or "deal with" the committees (RIII 878, 881-886; *cf.* RIII 705, 711-713, 860-863), although they did have authority to adjust ordinary grievances.

The Trial Examiner cited a number of instances in which subjects "pertaining to labor relations and working conditions" were, as he put it "discussed or otherwise dealt with" (R. 53-55). Yet when he concluded his findings, the worst that he could say was that Cabot's "dealings" with the Committees "avoid the usual concept of collective bargaining, but provide a forum for discussion of mutual problems, exchange of information, presentation and consideration of employee suggestions and recommendations, including the adjustment of grievances and the improvement of working conditions" (R. 55). The net effect of the Intermediate Report on this subject is that the Committees functioned in accordance with the by-laws; that "discussions" of "grievances" and "suggestions" occurred, but no bargaining or negotiation.

The Examiner's summary, when taken in conjunction with his findings of no bargaining, bring this case squarely within the benediction of the 1947 amendments. The Examiner, proceeding under his appreciation of the law, made no distinction between "discussion" of a subject which might be bargainable, and "bargaining" on the same subject; to him, any "discussion" was "bargaining". As the Court below properly held, adopting the Trial Examiner's own findings, *supra* pp. 8-9, the law is to the contrary.

C. SUMMARY

There was no bargaining, negotiating or dealing with the committees; the employees as well as management

clearly understood the limits of their authorities. The committees were not intended to function as "company unions", did not function as unions, and made no pretence of being unions. They were not designed to deter, nor did they in fact deter unionization. True unions existed side by side with the committees in the same plants without friction for years—mute but indisputable evidence that the committees served no purpose at which even the original Section 8 (a) (2) of the Act was aimed. Since the law does not forbid "discussion" of bargainable subjects by employee committees, it is submitted that the decision of the Court below is clearly correct.[12]

D. THE GOVERNMENT'S ARGUMENTS IGNORE THE CIRCUMSTANCES UNDER WHICH THE 1947 AMENDMENTS WERE ENACTED

The Government contends that the Conference Report really rejected rather than adopted the import and intent of Section 8(d)(3). Its argument is that Section 8(d)(3) was rejected because the Act otherwise adequately safeguarded *employee* rights. *Pet. Br.*, pp. 35-36. In this connection the Government concedes that employee committees such as those here would be perfectly lawful if not set up and maintained by the employer. *Pet. Br.*, p. 40, Such arguments ignore not only the plain meaning of the Conference Report but the entire background of the 1947 amendments.

After World War II the public had been subjected to great inconvenience, if not danger, as a result of a series of crippling strikes (*e.g.*, 1 Leg. Hist. 294-295, 408, 725-

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[12] Other labor-management committees initiated by the WPB were also continued postwar. See McElroy and Moros, *Joint Production Committees*, Monthly Labor Review (August, 1948); *de Schweinitz, Labor and Management in a Common Enterprise*, pp. 2-8, 144-176 (1948); *Guide to Labor-Management Relations in the United States* §2:07 (U.S. Dep't of Labor Bull. #1225, 1958). See also *Working Harmony in 18 Companies* pp. 25-41 (Nat'l Planning Ass'n, Case Study No. 13, 1953).

726). Discoveries of criminal and Communist infiltration and control of labor unions had been given wide publicity (*e.g.*, 1 Leg. Hist. 295-296). The Eightieth Congress, rightly or wrongly, considered that it had a mandate from the people to change the Wagner Act, so as to make the balance of bargaining power between employers and organized labor more equal (*cf.* 1 Leg. Hist. 601, 608, 897; 1 Leg. Hist. 295-296, 408, 621, 884). In the previous year (1946), Congress had passed the Case bill, but it had been vetoed (1 Leg. Hist. 610). The proponents of the amendments in 1947 had a sufficient majority to override a veto.

The sentiments of the House and the Senate, however, differed. The House was in favor of a "tough" bill; the Senate bill was not as far reaching. The temper of the House was such that its "tough" bill received a vote of 308 yeas, 107 nays and 17 not voting (1 Leg. Hist. 862-863). When the Senate amended the House bill by substituting its own, the House demanded a conference (1 Leg. Hist. 870). After some two weeks work the seven conferees reported a bill, which was neither the House bill nor the Senate bill but a new measure with some provisions drawn from each and some entirely new. (1 Leg. Hist. 878-881). The conference bill bore the House number and the conference report was by the managers on the part of the House. Such managers submitted their report (No. 510) "in explanation of the effect of the action agreed upon by the conferees" (1 Leg. Hist. 534) and this report was transmitted to both Houses. It is, therefore, the primary source of knowledge as to the legislative intent.

When the conference report was debated in the House, its sponsors were quick to point out that they had made only three basic concessions to the Senate; that as to other matters their objectives had been attained, even though Senate language had prevailed (1 Leg. Hist. 882; *cf.* 1 Leg. Hist. 908-909). The conference report is obvi-

ously aimed at explaining to the more militant body—the House—that, though its conferees may have yielded to the more subtle drafting technique of the Senate, the effect of the House provisions remained. There are no less than nineteen such explanations in the report, and no less than eight commence the explanation with the word "since".

Section 8(d)(3) of the House bill was a step in the direction of giving the employer more freedom of speech and action than the Board had accorded him; it permitted *employer* action in forming and maintaining committees of employees; it was not addressed to *employee* action. It verges on the preposterous to suppose that the House conferees would seek to justify their position to the Congress, in that context, by stating that they had agreed to the omission of a provision permitting *employer* action, "since" other provisions of the Act ((9) (a) and 8 (a) (2)) gave employees, *but not the employer*, the right to take such action. Yet that is precisely the Government's contention.

We submit that this contention does violence to the principles laid down by this Court as to how to read the legislative history of the 1947 amendments to the Act. Thus, in *Universal Camera Corp. v. NLRB*, 340 U.S. 474, 487, 489-490 the Court said:

> "It is fair to say that in all this Congress expressed a mood. And it expressed its mood not merely by oratory but by legislation. As legislation that mood must be respected, even though it can only serve as a standard for judgment and not as a body of rigid rules assuring sameness of application. Enforcement of such broad standards implies subtlety of mind and solidity of judgment. But it is not for us to question that Congress may assume such qualities in the federal judiciary . . ."
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> "But the fair interpretation of a statute is often "the art of proliferating a purpose", Brooklyn Na-

tional Corp. v. Commissioner, 2 Cir., 157 F. 2d 450, 451, revealed more by the demonstrable forces that produced it than by its precise phrasing. The adoption in these statutes of the judicially-constructed "substantial evidence" test was a response to pressures for stricter and more uniform practice, not a reflection of approval of all existing practices.

> "To find the change so elusive that it cannot be precisely defined does not mean it may be ignored. We should fail in our duty to effectuate the will of Congress if we denied recognition to expressed Congressional disapproval of the finality accorded to Labor Board findings by some decisions of this and lower courts, or even of the atmosphere which may have favored those decisions."

In *NLRB* v. *Truck Drivers Local Union*, 353 U.S. 87, 93 *et seq.* the Court again considered the legislative history of the Act as a whole in deciding a question of statutory interpretation thereunder. And in *Mastro Plastics* v. *NLRB*, 350 U.S. 270, 285 and *NLRB* v. *Lion Oil*, 352 U.S. 282, 288, the Court repeated the familiar principle that:

> "In expounding a statute, we must not be guided by a single sentence or member of a sentence, but look to the provisions of the whole law, and to its object and policy".

In sum, both the language of the statute as a whole and its object and policy, as made abundantly manifest while the 1947 amendments were working their way through to passage, establish that the Government's arguments must be rejected.

II. THE DENIAL OF THE RIGHT OF AN EMPLOYEE COMMITTEE TO DISCUSS PROBLEMS OF MUTUAL INTEREST WITH THE EMPLOYER RAISES SERIOUS CONSTITUTIONAL QUESTIONS.

The Act expressly permits "discussions" with employees of any subject, provided such discussions contain no threat of reprisal or force or promise of benefit. Sec.

8(c). The Act also expressly permits meetings between employers and employees or employee representatives during working hours without loss of time or pay. See proviso to Section 8(a)(2). Yet if the Act is now construed as converting a discussion session into a bargaining session, then it forbids an employer to call a meeting with a group of his employees and discuss with them any matters pertaining to their jobs. And if it does this, it infringes basic constitutional guarantees. See *NLRB* v. *Virginia Electric & Power Co.*, 314 U.S. 469, 477; *NLRB* v. *Corning Glass Works*, 204 F.(2d) 422 (C.A. 1); *Budd Mfg. Co.* v. *NLRB*, 142 F.(2d) 922, 926 (C.A. 3). If a statutory construction is available which avoids constitutional problems, this Court will of course adopt that construction. See *United States* v. *International Union UAW-CIO*, 352 U.S. 567, 590-591.

The practical effect of the Order of the Board is to deny entirely to Cabot and its employees the right to discuss any matters pertaining to their mutual affairs, except at the risk of having the Board find an informal group to be a labor organization,[13] and, if meeting at the employer's request, on employer time, on employer property, to be illegally dominated.[14] Therefore, in seeking enforcement of its Order here, the Board is seeking, in violation of the First Amendment to the Constitution of the United States, to have the injunctive process of this Court deny to Cabot and its employees their rights of free speech and peaceable assembly. The prohibition against discussing matters dealing with employees' jobs

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[13] See, e.g., *N.L.R.B.* v. *Kennametal, Inc.*, 182 F.(2d) 817 (C.A. 3), where a completely unorganized group presenting spontaneous grievances was held to be a "labor organization".

[14] See, e.g., *N.L.R.B.* v. *Stow Mfg. Co.*, 217 F.(2d) 900 (C.A. 2) *cert. den.* 348 U.S. 964, where monthly meetings of employees at which the company president addressed employees and discussed grievances and conditions of work, such meetings being held on company time and property, were treated as "labor organizations" and as company dominated.

is an effective prohibition against all speech [15] with employees in groups, except where bargaining agents are involved. But, as already shown, the Taft-Hartley amendments make it clear that no such untenable restriction was envisaged, and that the right of an employer to "discuss" any subject with groups or committees of his employees, even grievances, is not restricted.

CONCLUSION

The committees here serve wholesome, beneficial purposes. By providing a forum for discussion and for interchange of information, they aid not only in technical production matters but in improving the relationship between Cabot and its employees. At the same time, since they steer clear of all phases of collective bargaining, these committees are not effective substitutes for unions and hence do not operate to interfere with the employees' choice of a bargaining representative.

The Board ordered the disestablishment of these committees on the basis of what is in essence a legal technicality, there being no proof whatever that they serve any unlawful purpose and the record on the contrary fully showing that they are highly beneficial to all parties. But if the Board's position is maintained, it will sound the death knell to all employee committees, formed or maintained by an employer, including even those which are set up for safety or health purposes, or to make suggestions to the employer, or to work against absenteeism. If the committees here are unlawful, every employee committee in which the employee representatives are not "gagged" is also unlawful. It would be beyond the limits of human self-control for the employees not to at least talk about or "discuss" the matters that interest them most vitally.

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[15] Cf. *Thomas* v. *Collins*, 323 U.S. 516, 530, 535.

Even in the original Act, it was never intended that an employer's freedom of speech be restricted, much less the speech of his employees. However, the Board, in its zeal to suppress "company unions", went far beyond the legislative intent and held unlawful any employee committee formed or maintained by the employer, which merely "discussed" and did not "bargain" with respect to subjects bearing upon the employment relationship. The Congress, dissatisfied with the situation, undertook to correct it in the 1947 amendments.

As the Court below stated:

> "It is not necessary to spin gossamer distinctions in order to show that one of the purposes of the Taft-Hartley Act was to allow more freedom of action to individual employees and to nonunion employee groups than the Wagner Act allowed. Between the two enactments World War II intervened. The War Production Board, a federal agency, initiated and developed employee committees . . . " (R. 106).
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> "We rest our holding squarely on the meaning of the Act, as evidenced in its legislative history. The Act permits, and Congress intended that it should permit, the existence of employee-management committees which provide a forum for discussion of matters of mutual interest, but which are not formal organizations, do not follow collective bargaining procedures (formally or informally), have no powers to bargain collectively, and take no action inconsistent with the terms of an existing collective bargaining agreement" (R. 107).

The judgment below should be affirmed.

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